



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3517809
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180027/078/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 10/21/2019 To/Au: 09/30/2020

Amendment No. N° de la modification 001	Previous Value - Incl. taxes Valeur précéd. - Taxes incl. 99,999.35 CAD	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses 14,125.00 CAD	Revised Value - Valeur révisée 100,995.00 CAD	Tax Amount Montant de la taxe 13,129.35 CAD	Total 114,124.35 CAD
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Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur ERNST & YOUNG LLP 1200-99 BANK ST OTTAWA ON K1P 6B9 CANADA	
Contact - Personne-ressource Shawn Hibbard	Telephone - Téléphone 514-893-3793	Contact - Personne-ressource Marc Brazeau	Telephone - Téléphone 613 232-1511

PROJECT TITLE - TITRE DU PROJET NBSL OMR governance options
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The above mentioned Infrastructure Canada contract is hereby amended as follows:

Par la présente, le contrat d'Infrastructure Canada mentionné ci-dessus est modifié comme suit:

INCREASE VALUE, EXTEND PERIOD, UPDATE STATEMENT OF WORK, ADMIN. UPDATES

Toutes les autres conditions du marché initial demeurent en vigueur. Veuillez signer et nous retourner l'original de cette lettre qui constituera la modification de ce contrat.

All other terms and conditions of the original contract remain in force. Please sign and return the original of this letter which will serve as an amendment to this contract.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Hibbard, Shawn
Digitally signed by Hibbard, Shawn
Date: 2020.03.27 15:51:46 -04'00'
HIBBARD, SHAWN
Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister
This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.
Approuvé pour le Ministre
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

Hendrick, Jennifer
Digitally signed by: Hendrick, Jennifer
DN: CN = Hendrick, Jennifer C = CA O = GC OU = INFC-INFC
Date: 2020.03.27 16:36:08 -04'00'
HENDRICK, JENNIFER
Signature

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

March 30, 2020

Canada



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Contract No /N° du contrat
3517809

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



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Contract No /N° du contrat

3517809

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



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Contract No /N° du contrat
3517809

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Amendment #1

This amendment is hereby raised to increase the value of the contract as follows:

As at article 1.0 Basis of Payment, insert:

ix. Milestone 7: Review Report of Option 4 (see corresponding change to article 4.b in Appendix C, Statement of Work)
a) Firm Amount of Milestone 6: [REDACTED]

As at article 2.0 Limitation of Expenditure:

Delete:

Canada's total liability to the Contractor under the Contract must not exceed \$99,999.35. Customs duties are included and Applicable Taxes are extra.

and replace with:

Canada's total liability to the Contractor under the Contract must not exceed \$100,995.00. Customs duties are included and Applicable Taxes are extra.

1.0 Basis of Payment - Schedule of Milestones

The schedule of milestones (detailed in the Statement of Work, Appendix C) for which payments will be made in accordance with the Contract is as follows:

- i. Milestone 1: First Draft Report
a) Firm Amount of Milestone 1: [REDACTED]
- ii. Milestone 2: Second Draft Report
a) Firm Amount of Milestone 2: [REDACTED]
- iii. Milestone 3: Final Analysis
a) Firm Amount of Milestone 3: [REDACTED]
- iv. Milestone 4: Draft Report on the Transition Plan
a) Firm Amount of Milestone 4: [REDACTED]
- v. Milestone 5: Final Transition Plan
a) Firm Amount of Milestone 5: [REDACTED]

Canada



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Contract No /N° du contrat

3517809

vi. Milestone 6a: Optional Presentation Deck

a) Firm Amount of Milestone 6a: [REDACTED]

vii. Milestone 6b: Optional In-person Presentation

a) Firm Amount of Milestone 6b: [REDACTED] (including any travel costs)

viii. The Project Authority will inform the Contractor if milestones 6a and/or 6b are required. If either or both of milestones 6a and 6b are NOT required, then Canada will not be liable for the firm price of the milestone(s) and the Contractor will not be required to perform the work of the optional milestone(s) that is/are not required.

2.0 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$99,999.35. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3.0 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument Direct Deposit.

4.0 Milestone Payments - Not Subject to Holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

5.0 Invoicing Instructions

i. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

ii. Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

iii. Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
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Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat
3517809

Appendix C - Appendice C Statement of Work - Énoncé des travaux

Amendment #1

This amendment is hereby raised to make the following minor changes:

As at article 4.b Component 2 - Analysis of Governance Options:

Delete:

The Contractor will conduct an analysis to provide recommendations on governance options for the OMR phase for the Samuel De Champlain Bridge Corridor project. The Contractor must consider and evaluate the option of the following entities being responsible for the OMR phase of the project:

- INFC with Public Services and Procurement Canada (PSPC);
- PSPC; and
- JCCBI.

and replace with:

The Contractor will conduct an analysis to provide recommendations on governance options for the OMR phase for the Samuel De Champlain Bridge Corridor project. The Contractor must consider and evaluate the option of the following entities being responsible for the OMR phase of the project:

- INFC with Public Services and Procurement Canada (PSPC);
- PSPC;
- JCCBI; and
- A combination where JCCBI operates the assets on INFC's behalf, INFC remains the project authority and leads the policy and other associated tasks and PSPC remains the contracting authority.

Delete: article 4.c Component 3 - Transition Plan in its entirety and replace with:

The Contractor must develop a transition plan which will document how the OMR phase can best be managed should management of the OMR phase be transferred to another entity, or should the operation of the assets be transferred to JCCBI.

Should responsibility for the OMR phase be transferred to another entity, the Contractor is also expected to provide a recommended timeline of when responsibilities should be transferred, the best way to transfer the responsibilities, make recommendations as to the period of overlap between the existing team and the new team for knowledge transfer. The Contractor is also expected to make recommendations for possible transfer of existing resources (including, but not limited to benefits, if any; type, numbers of positions; etc.).

In the case where the OMR phase continues to be managed by INFC and PSPC, the contractor is expected to identify gaps that currently exist.

Finally, the Contractor must establish the expected risks that are inherent to the transition and provide mitigation measures. Should JCCBI operate the assets on INFC's behalf, the contractor is expected to provide a recommendation on the timeline, propose resource requirements for this model and compare the costs with the other options.

1.0 Title

Governance options for the Operation Maintenance and Rehabilitation Phase of the Samuel de Champlain Bridge

2.0 BACKGROUND

In June 2015, INFC signed a contract with Signature on the Saint Lawrence (SSL) for the design, build, finance, operation, maintenance and rehabilitation of the Samuel De Champlain Bridge Corridor project. The new bridge was completed in June 2019 and the corridor is expected to be completed in October 2019. The construction phase of the project has been managed by INFC and PSPC. These two entities will continue to manage the transition phase of the project from June 2019 until March 31, 2021.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517809

The Operation Maintenance and Rehabilitation (OMR) phase from April 1, 2021 to 2049 is part of the Project and part of the Contract (Project Agreement) with SSL. INFC is committed to considering the various options to ensure that the best governance and management structure will be in place for the OMR phase of the project. If recommended by the governance study, the Project Agreement allows the transfer of the agreement.

3.0 OBJECTIVE

To undertake a study to make recommendations on the governance for the OMR phase from March 31, 2021 until October 2049 of the Samuel De Champlain Bridge Corridor project and to develop a transition plan.

4.0 COMPONENTS OF THE WORK

The services required are divided into the following components:

- (1) Analysis of OMR resource requirements;
- (2) Analysis of governance options; and
- (3) Transition plan.

For each component, the Contractor is required to explicitly state and support all assumptions and hypotheses in related deliverables.

a) Component 1 # Analysis of resource requirements

The Contractor must conduct a needs and resource assessment in order to provide a comprehensive overview of the work to be undertaken, to accurately identify the resources required for the OMR phase of the Samuel De Champlain Bridge Corridor project. It is essential that the Contractor examines and takes into account the full scope of the Public Partner's obligations including the effective management of the requirements of the Project Agreement in order to propose a plan for the OMR phase of this project. The Contractor should also consider best practices from similar projects.

The resource requirements must involve consideration of the following:

- Expected expertise
- Number of full time equivalent employees
- Level of experience (junior or senior)
- Estimate of other costs (including but not limited to expected external contractors required and travel)

b) Component 2 # Analysis of governance options

The Contractor will conduct an analysis to provide recommendations on governance options for the OMR phase for the Samuel De Champlain Bridge Corridor project. The Contractor must consider and evaluate the option of the following entities being responsible for the OMR phase of the project:

- INFC with Public Services and Procurement Canada (PSPC);
- PSPC; and
- JCCBI.

The Contractor must communicate with the various entities that are part of the options to obtain information as required. INFC will provide the required contact information.

For each of the above entities, the Contractor must detail and consider, at a minimum, the following:

- Alignment with existing activities and portfolio;
- Synergies with existing team and operations;
- Relevant expertise;
- Existing relationships with stakeholders;
- Strategic considerations;
- Risks associated with each option;
- Other advantages to each option.

The Project Authority or Contractor may identify additional details and considerations not foreseeable by Contract Award that will need to be included as well. These must be discussed and approved by the Project Authority.

The evaluation of these options should take into account potential use (or multiuse) of existing resources and synergies that may lead to economies of scale (e.g. one FTE can potentially work on more than just the Samuel De Champlain Bridge Corridor project). In cases where synergies exist, a demonstration of their impact on the overall team structure should be provided.

The Contractor must then provide its assessment of the advantages and disadvantages of each option via telephone or in-person to

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517809

the Project Authority.

c) Component 3 # Transition plan

The Contractor must develop a transition plan which will document how the OMR phase can best be managed should management of the OMR phase be transferred to another entity.

Should responsibility for the OMR phase be transferred to another entity, the Contractor is also expected to provide a recommended timeline of when responsibilities should be transferred, the best way to transfer the responsibilities, make recommendations as to the period of overlap between the existing team and the new team for knowledge transfer. The Contractor is also expected to make recommendations for possible transfer of existing resources (including, but not limited to benefits, if any; type, numbers of positions; etc.).

In the case where the OMR phase continues to be managed by INFC and PSPC, the contractor is expected to identify gaps that currently exist.

Finally, the Contractor must establish the expected risks that are inherent to the transition and provide mitigation measures.

5.0 Milestones & DELIVERABLES

a) Electronic versions of all deliverables, documentation, reports, raw data, models and working papers must be compatible with INFC systems and software. All final deliverables will be provided in MS Word, Excel or PowerPoint (v 2010) as well as in PDF format. The Contractor must provide the Project Authority with passwords for any protected documents.

b) Until all working papers are transferred to INFC, the Contractor will provide Project Authority with access to all working papers, upon request.

c) The Contractor must provide all word-processing work required for the preparation of all deliverables, documentations, reports, raw data, models and working papers, or other documents by the due date for the final transition plan (article 5.1.5.ii, below).

d) The six deliverables/milestones are:

i. a first draft report with evaluation and costing of the resource requirements;

ii. a second draft report which also includes an assessment of the governance options for the OMR phase of the Samuel De Champlain Bridge Corridor project;

iii. a final analysis report covering both components;

iv. a draft report on the transition plan; and

v. a final transition plan.

vi. the Contractor may also be required to a prepare presentation (with optional deck) summarizing its documents for briefing purposes.

e) In order to complete any of the above six deliverables, the Contractor may be requested to actively participate in briefings, either by phone or in-person, as requested by the Project Authority.

f) The Contractor must send all deliverables to the Project Authority via email.

g) The Contractor must attend project briefing and update meetings with the Project authority once every two weeks. This can be done either on the phone or in person at the discretion of the Project Authority.

5.1 Specific Requirements for Deliverables

As a solutions-based Contract, the following are the specific requirements for the six deliverables/milestones. It should be noted that, for each deliverable, the Contractor may submit rough drafts to the Project Authority for feedback. Acceptance of rough drafts does not constitute acceptance for that respective deliverable, which is an independent decision.

1. **Milestone/Deliverable 1:** A first draft report with evaluation and costing of the resource requirements (for component 1). The draft report must include a need and resource assessment plus provide an overview of the work that will be undertaken during the OMR phase.

i. Deliverable Type: Documents (in MS Office format), Verbal Briefings, and Data Collection Tool(s).

ii. Due date: Within 7 weeks of Contract Award.



**Call-up against a Standing Offer /
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Contract No /N° du contrat
3517809

iii. The Project Authority must receive and approve this deliverable for milestone/deliverable 1 to be deemed accepted/fulfilled.

2. Milestone/Deliverable 2: A second draft report that also includes an assessment of the governance options for the OMR phase of the Samuel De Champlain Bridge Corridor project (for component 2). The second draft report will need to include an assessment of the governance options with the selected entities.

i. Due Date: Within 2 weeks of the Project Authority accepting the first draft

ii. The Project Authority must receive and approve this deliverable for milestone/deliverable 2 to be deemed accepted/fulfilled.

3. Milestone/Deliverable 3: A final analysis report (for components 1 and 2). The final analysis report will cover the resource requirements and the governance options for the OMR phase of the project.

i. Deliverable Type: Documents (in MS Office format), Verbal Briefings, and Data Collection Tool(s).

ii. The Project Authority must have approved and accepted the first two deliverables (items 5.1.1 and 5.1.2 in the Statement of Work (above)) before the final analysis report can be submitted.

iii. The Project Authority must receive and approve this deliverable for milestone/deliverable 3 to be deemed accepted/fulfilled.

iv. Due Date: Within 2 calendar months of contract award

4. Milestone/Deliverable 4: A draft report on the transition plan (for component 3). The draft report must document how the OMR phase should be managed. A detailed work plan for the management of the next phase that identifies expected workload and responsibilities and associate resources to each of these needs will also be included.

i. Deliverable Type: Documents (in MS Office format), Verbal Briefings, and Data Collection Tool(s).

ii. Due Date: January 6, 2020

iii. The Project Authority must receive and approve this deliverable for milestone/deliverable 4 to be deemed accepted/fulfilled.

iv. The final analysis (deliverable/milestone 3) must be completed before work on this deliverable/milestone can commence.

5. Milestone/Deliverable 5: A final transition plan (for component 3). The final transition plan will include an analysis and a professional interpretation of all the information.

i. Deliverable Type: Documents (in MS Office format), Verbal Briefings, and Data Collection Tool(s).

ii. Due Date: The final version of the final transition plan is due no later than 4pm EST on January 20, 2020.

iii. The Project Authority must receive and approve this deliverable in order for milestone/deliverable 5 to be deemed accepted/fulfilled.

iv. If the final transition plan is rejected by the Project Authority after the date in 5.1.5.ii (above), then the Contractor will have up to 12pm EST (noon) on December 31, 2019 to make the required revisions in order to meet acceptance.

vi. Less substantive drafts of the final transition plan may be submitted to the Project Authority for advance review and feedback.

6. Milestone/Deliverable 6: An optional presentation deck with in-person presentation. The Project Authority reserves the right to request this deliverable from the Contractor up to 3pm EST on January 31, 2020. It is possible the Project Authority may only require the presentation deck.

i. Deliverable Type: MS PowerPoint v2010; verbal presentation

ii. The Project Authority must receive and approve this deliverable for milestone/deliverable 6 to be deemed accepted/fulfilled.

6.0 TRAVEL AND LOCATION OF WORK

No travel and living expenses will be paid for this Contract (including parking). The Work will take place at the Contractor's



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Contract against a Supply Arrangement
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Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517809

facilities. If the optional in-person presentation is exercised by the Project Authority, the Contractor will be required to travel to INFC offices in Ottawa or Montreal - the cost of which is included for that deliverable. Any other in-person meetings must be mutually agreed upon by the Contractor and the Project Authority, but no travel and living costs will be paid to the Contractor.

7.0 LANGUAGE OF WORK

The Contractor must be able to communicate fluently in both official languages as all briefings and meetings will be conducted in the language of choice of attending stakeholders. The Contractor must submit all deliverables in both French and English.



Call-up against a Standing Offer /
Contract against a Supply Arrangement
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Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat
3517809

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

Amendment #1

This amendment is hereby raised to extend the Contract and make administrative amendments to two clauses as follows:

Delete article 1.2.1 in its entirety and replace with:

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

99 Bank St., Suite 1200
Ottawa, Ontario
K1P 6B9
Canada

Delete article 4.1 Period of the Contract in its entirety and replace with:

The period of the Contract is from October 21, 2019 to September 30, 2020 inclusive.

Delete article 10. Priority of Documents in its entirety and replace with:

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21) Services (Medium Complexity);
- (c) Appendix C, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Appendix D, Supplementary Conditions;
- (f) Security Requirements Check List;
- (g) the Contractor's bid dated September 13, 2019; as amended on October 18, 2019.

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

i. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of Protected B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)

ii. The Contractor/Officer personnel requiring access to protected information, assets or work site(s) must EACH hold a valid Reliability Status, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)

iii. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of Protected B

iv. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC

The Contractor/Officer must comply with the provisions of the:

- a) Security Requirements Check List and security guide,
- b) Industrial Security Manual (Latest Edition)

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517809

1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

1.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

2.1 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

a) Category: Project Manager for Real Property

i. Level: Intermediate

ii. Name: Marc Brazeau

b) Title/Role of Support Resource 1: Project Manager

i. Name: Andrea Roberts

c) Title/Role of Support Resource 2: Team Member

i. Name: Mohamed Sokona

d) Title/Role of Support Resource 3: Team Member

i. Name: Babak Aghdaee

e) Title/Role of Support Resource 4: Subject Matter Advisor

i. Name: Stephen Prendville

f) Title/Role of Support Resource 5: Subject Matter Advisor

i. Name: Ed Ng

g) Title/Role of Support Resource 6: Subject Matter Advisor

i. Name: Josh Colle

2.2 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, and provide it to the Project and Contracting Authorities before they are given access to information by or on behalf of Canada in connection with the Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

3.2 Insurance

G1005C (2016-01-28), Insurance - No Specific Requirement, applies to and forms part of the Contract.

4 Term of Contract

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517809

4.1 Period of the Contract

The period of the Contract is from October 21, 2019 to March 31, 2020 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager, Procurement Services
Organization: Infrastructure Canada
Phone: 343-543-0187
Email: infc.procurement-approvisionnement.infc@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Shawn Hibbard
Title: Director, P.E.R.
Organization: Infrastructure Canada
Phone: 514-893-3793
Email: shawn.hibbard@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's representative for this Contract is:

Name: Andrea Roberts
Organization: Ernst & Young
Phone: [REDACTED]
Email: [REDACTED]

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

For all terms and conditions pertaining to payment, refer to Appendix B, Terms of Payment.

8. Certifications and Additional Information

8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517809

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21) Services (Medium Complexity);
- (c) Appendix C, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Security Requirements Check List;
- (f) the Contractor's bid dated September 13, 2019; as amended on October 18, 2019.

11. Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-bo.gc.ca.

12. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-bo.gc.ca.



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No (N° du contrat) 3517827	
Standing Offer No/Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SO/OC: B60ZG-180493	
Period of Contract (M/D/Y) - Période du contrat (M/D/A) From/Du: 10/18/2019 To/Au: 03/31/2020	
Amendment No. N° de la modification 001	Previous Value - Incl. taxes Valeur précéd. - Taxes incl. 34,120.35
Incl. Dec. - Incl. taxes Aug./Dim. - Taxes incluses 4,652.78	Revised Value - Value révisée 34,312.50 CAD
Tax Amount Montant de la taxe 4,480.63 CAD	Total 38,773.13 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur ALTIS HUMAN RESOURCES (OTTAWA) INC 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA	
Contact - Personne ressource Nicolas Williams	Telephone - Téléphone 613-948-3783	Contact - Personne ressource	Telephone - Téléphone 613 230-5350
PROJECT TITLE - TITRE DU PROJET Harassment Investigation			

The above mentioned Infrastructure Canada contract is hereby amended as follows:

Par la présente, le contrat d'Infrastructure Canada mentionné ci-dessus est modifié comme suit:

ADD FUNDS

All other terms and conditions of the original contract remain in force. Please sign and return the original of this letter which will serve as an amendment to this contract.

Toutes les autres conditions du marché initial demeurent en vigueur. Veuillez signer et nous retourner l'original de cette lettre qui constituera la modification de ce contrat.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

FORTIN, MARC
Signature
4/12/19
Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister.

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HANDRICK, JENNIFER
Signature
2019-12-03
Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the prices set out hereafter.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature
2019/12/16
Date

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517827

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517827

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



**Infrastructure
Canada**

Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517827

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Amendment #1

Amendment #1 is raised to add the value of [REDACTED] worth of work to the total value of the Contract:

[REDACTED] *
= [REDACTED] + applicable taxes

Insert:

Resource: Mr. Andre Gilles Lefebvre
Per diem: [REDACTED] plus Applicable Taxes.

Estimated level of effort: [REDACTED]

Remove:

Resource: Mr. Andre Gilles Lefebvre
Per diem: [REDACTED] plus Applicable Taxes.

Estimated level of effort: [REDACTED]

*** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED ***

1.0 Basis of Payment

i) The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with Annex B, Basis of Payment. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.

Resource: Mr. Andre Gilles Lefebvre
Per diem: [REDACTED] plus Applicable Taxes.

Estimated level of effort: [REDACTED]

Phase 1: Planning, Researching and Data Analysis

Phase 2: Preparation and Conduct of Interviews

Phase 3: Information Analysis

Phase 4: Draft Reports and Final Reports

= \$30,195.00 plus applicable taxes.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No / N° du contrat
3517827

ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

iii). If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.1 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada

1.2 SACC Manual Clauses related to Payment

- i) SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

1.3 Electronic Payment of Invoices # Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Direct Deposit (Domestic and International);

1.4 Invoicing Instructions

- i). The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include the Call-up number and the Standing Offer number, and be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract; and
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

- ii). Invoices must be distributed as follows:

- a) the original and one copy must be forwarded to nicolas.williams@canada.ca for certification and payment.

1.5 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

1.6 Additional SACC Manual Clauses

- SACC Manual Clause C0305C (2014-06-26), Cost Submission
- SACC Manual Clause A9062C (2011-05-16), Canadian Force Site Regulations
- SACC Manual Clause C0711C (2008-05-12), Time Verification
- SACC Manual Clause A9068C (2010-01-11) Government Site Regulations
- SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517827

Appendix C - Appendice C Statement of Work - Énoncé des travaux

ÉNONCÉ DE TRAVAIL

Titre du projet :
Enquête de harcèlement

Mandat:

- examiner les allégations de harcèlement faites par un employé d'Infrastructure Canada (INFC) contre 1 partie mise en cause;
- établir les faits, conformément à Politique sur la prévention et la résolution du harcèlement du Conseil du Trésor;
- formuler des conclusions factuelles sur laquelle la direction peut fonder ses décisions (y compris déterminer s'il y a eu harcèlement dans le lieu de travail, conformément à la loi applicable).

L'enquête doit être effectuée conformément aux dispositions de la Politique sur la prévention et la résolution du harcèlement et à la directive sur le processus de traitement des plaintes de harcèlement du Conseil du Trésor

L'enquêteur doit limiter son enquête aux allégations de harcèlement répondant à la définition de la politique du Conseil du Trésor et stipulées à l'annexe A. Si, pendant le cours de l'enquête, l'enquêteur juge que certaines allégations devraient être ajoutées ou prend connaissance de nouvelles allégations, celui-ci doit communiquer directement avec le représentant ministériel désigné.

Description des travaux:

- L'enquêteur se devra d'effectuer une enquête relative aux allégations de harcèlement dans le milieu de travail;
- L'enquêteur se devra d'examiner les documents fournis par INFC et réviser les allégations. Il s'assurera que tous les documents et témoins pertinents à l'appui des allégations ont été identifiés. L'enquêteur déterminera quels renseignements ou éléments de preuve supplémentaires, le cas échéant, sont nécessaires pour clarifier et permettre une évaluation complète des faits entourant les allégations;
- L'enquêteur se devra de mener des entrevues d'une manière juste, impartiale, professionnelle et légale, et respecter en tout temps les droits des parties et/ou des personnes concernées. L'enquêteur donnera à la partie mise en cause l'occasion d'examiner les allégations et de fournir sa version des faits. L'enquêteur donnera aux parties la possibilité d'être entendues dans la langue officielle de leur choix et d'être accompagnées par une personne de leur choix;
*De prime à bord, il est possible d'anticiper que 3-5 témoins devront être rencontrés#ce nombre pourrait changer au cours de l'enquête.
- L'enquêteur se devra de préparer une ébauche écrite des déclarations à l'aide de ses notes et donnera à toutes les parties interviewées l'occasion d'examiner leurs propres déclarations avant de les signer. Une fois les déclarations signées, elles seront conservées comme version officielle des témoignages;
- L'enquêteur se devra d'informer les parties et les témoins de leurs droits en vertu de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels et de la confidentialité des questions relatives à l'établissement des faits;
- À la fin de l'enquête, l'enquêteur se devra de remettre au représentant ministériel désigné le rapport préliminaire et final comprenant une mise en contexte, les notes d'entrevue, une analyse des faits entourant les allégations et ses conclusions;
- L'enquête sur les allégations de harcèlement devra comprendre les étapes suivantes:
 - mener des entrevues en personne ou par téléphone auprès du plaignant, de la partie mise en cause et des témoins pendant les heures de travail, à moins de circonstances particulières. L'enquêteur interrogera d'abord le plaignant, puis la partie mise en cause, et déterminera l'ordre et la façon dont les parties doivent être interrogées;
 - examiner la documentation pertinente et des entrevues avec les parties et les personnes concernées;
 - effectuer une analyse approfondie des faits;
 - tirer des conclusions logiques et justifiées;
 - rédiger des rapports clairs et concis;

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517827

- appliquer les lois, les principes et les techniques appropriés pendant le déroulement de l'enquête, y compris les suivants :

- Les principes de l'équité procédurale

- La politique sur la prévention et la résolution du harcèlement du Conseil du Trésor

- Loi sur l'accès à l'information

- Loi sur la protection des renseignements personnels

- Loi sur les langues officielles

- Autres lois, règlements et pratiques pertinents, s'il y a lieu.

Plan de travail:

- Le nombre de parties concernées (c.-à-d. les témoins) sera confirmé dans le cadre de l'examen des allégations;

- Toutes les personnes à interroger seront mises à la disposition de la personne compétente;

- À la fin de l'enquête, les rapports devront être présentés indiquant en détail l'information pertinente recueillie de manière objective et logique dans le cadre de l'enquête;

- Le rapport d'enquête et le rapport final devront être rédigés conformément à la Politique sur la prévention et la résolution du harcèlement du Conseil du Trésor;

- INFC offrira la coordination quant à la réservation des salles nécessaires à la tenue d'entrevues.

Autre considération:

L'enquêteur fournira au représentant ministériel désigné un suivi mensuel de l'état d'avancement du processus tout au long de l'enquête.

Durée:

Le plaignant, un employé d'Infrastructure Canada (INFC) étant absent jusqu'au 12 septembre 2019, l'enquête devra débuter lorsque celui-ci sera de retour au travail. Le rapport final devra être remis dans des délais raisonnables.

Langue de travail:

L'enquêteur se doit d'interviewer les témoins dans la langue officielle de leur choix et d'être en mesure de lire et comprendre la documentation obtenue au cours de l'enquête. Le rapport pourra être fourni dans la langue de choix de l'enquêteur. La traduction des rapports sera la responsabilité d'INFC.

Frais de voyage:

Tous les frais de voyage doivent être autorisés au préalable par le représentant désigné de l'employeur. Les personnes à interroger sont situées pour la plupart au 180 Kent, Ottawa. Le plaignant en processus d'accepter un détachement, devrait se trouver à quelques minutes de marche du 180 Kent. S'il est nécessaire de mener des entrevues de personnes qui sont situées ailleurs qu'à Ottawa, ces entrevues seront tenues par téléphone, à moins d'autorisation écrite par le représentant ministériel désigné.

Éléments fournis:

Les documents suivants vous seront fournis sur l'acceptation du contrat :

- Plainte écrite - 12 allégations retenues : 109 pages, ce qui incluent une série de courriels en lien avec les allégations
- Tableau d'analyse de recevabilité
- Documents et courriels remis par le plaignant
- Correspondance relative à l'objet de l'enquête



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517827

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

Please refer to SRCL

2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Office of the Procurement Ombudsman

Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Works and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-bo.gc.ca.

Contract clause - Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-bo.gc.ca.



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No./N° du contrat 3517854
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180027/184/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 11/18/2019 To/Au: 11/17/2021

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
001	97,880.60	0.00 CAD	86,620.00 CAD	11,260.60 CAD	97,880.60 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001	Contractor name and address - Nom et adresse de l'entrepreneur THE RIGHT DOOR CONSULTING & SOLUTIONS INCORPORATED 308-100 GLOUCESTER ST OTTAWA ON K2P 0A4 CANADA
Contact - Personne-ressource Christine Pilon	Telephone - Téléphone 613-960-9246
Contact - Personne-ressource Sarah Hafez	Telephone - Téléphone 613 627-2158
PROJECT TITLE - TITRE DU PROJET Job Description Writer EX Positions	

The above mentioned Infrastructure Canada contract is hereby amended as follows:

Par la présente, le contrat d'Infrastructure Canada mentionné ci-dessus est modifié comme suit:

ADD RESOURCE

All other terms and conditions of the original contract remain in force. Please sign and return the original of this letter which will serve as an amendment to this contract.

Toutes les autres conditions du marché initial demeurent en vigueur. Veuillez signer et nous retourner l'original de cette lettre qui constituera la modification de ce contrat.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

GAUTHIER, VERONIQUE
Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER
Signature

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefor.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517854

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517854

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur.

L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517854

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Insert:

6.0 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: Lori Reilley and Madeleine Saunders.

Delete:

6.0 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: Lori Reilley.

All other terms and conditions remain unchanged.

ANNEX B - TERMS OF PAYMENT

1.1 Terms of Payment

The Contractor will be paid firm daily rate of [REDACTED] for work performed in accordance with the Contract. Customs duties and Applicable Taxes are included.

1.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$100,000. Customs duties and Applicable Taxes are included.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when it is 75% committed, or
- four months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat 3517854
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2.0 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

3.0 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

4.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

3. Invoices must be distributed as follows:

- a. One (1) copy must be forwarded to the project authority for certification and payment.

5.0 Electronic Payment of Invoices

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

6.0 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: Lori Reilley.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517854

Appendix C - Appendice C Statement of Work - Énoncé des travaux

ANNEX A - STATEMENT OF WORK

Job Description Writer for Executive (EX) Positions

1.0 Objective:

To obtain the services of a Job Description Writer for predominantly EX positions.

2.0 Background:

INFC would like to offer this service as part of their Human Resources program delivery as the Classification Program does not have this capacity internally.

3.0 Tasks:

Interviews with Senior Management (DG level and above) to gather information pertaining to their mandate, vision and programs. Interviews with position incumbents may also take place in support of data gathering. Writing high quality EX job descriptions that meet the Treasury Board Secretariat (TBS) and Canadian Charter of Rights and Freedoms (CCRF) standards and obligations. Liaise efficiently and quickly with the HR directorate and clientele to meet business objectives.

4.0 Scope:

Writing new and reviewing current EX job descriptions that respond to current and/or upcoming organizational needs. Requests can be ad hoc and unplanned. The services can expand to all executive positions within INFC.

5.0 Constraints:

The Classification Program Lead will inform the consultant of current and emerging priorities. These requests can be unplanned and urgent. The consultant will need to make themselves available upon short notice to meet senior management's limited availabilities.

6.0 Client Support:

INFC's Classification Program Lead can provide organizational charts, existing job descriptions, business context, departmental reports, objectives and timelines. The Classification Lead will provide access to the job description database in view of accessing comparable job descriptions.

7.0 Deliverables:

- Interviews with Senior Management and position incumbents
- Read the strategic departmental reports to ensure a good understanding of the context of INFC
- Produce high quality job descriptions within one week after receiving all required information.
- Be familiar with the HayPlan to ensure job descriptions can be evaluated
- Include working conditions in job descriptions as per new CCRF obligations.

8.0 Travel:

No travel associated.

9.0 Security Requirements:

Reliability.

10.0 Meeting:

Meet INFC stakeholders' availabilities.

There will be a kick off meeting to set expectations and to clarify objectives. The consultant will be escorted to and from the meeting. The consultant may participate by phone or in person upon invitation in order to collect the necessary information to write the Job Description(s).

11.0 Official Languages:

Ideally the candidate will be bilingual (French and English), however, all deliverables are expected to be completed in English.



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517854

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- (a) Before award of a contract, the following conditions must be met:
 - o the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - o the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - o the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.1.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for a Job Description Writer for Executive (EX) Positions for Infrastructure Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix C Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B 2018-06-21, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from November 18, 2019 to November 17, 2021.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Title: Manager, Procurement Services
Organization: Infrastructure Canada
Phone: 343-543-0187
Email: infc.procurement-approvisionnement.infc@canada.ca

Contract No /N° du contrat
3517854

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: Christine Pilon
Title: Manager, Centre of Expertise
Organization: Infrastructure Canada
Phone: 873-353-7363
Email: christine.pilon2@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative is:

Name: Sarah Hafez
Title: Director, Client and Recruitment Services
Organization: The Right Door Consulting & Solutions Inc.
Phone: 613-627-2158 ext [REDACTED]
Email: shafez@TheRightDoor.ca

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

For all terms relative to payment please refer to Appendix B Terms of Payment.

6.8 No Responsibility to Pay for Work not performed due to Closure of Government Offices

a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.9 Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517854

that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21, Professional Services (Medium Complexity));
- (c) Appendix C, Statement of Work;
- (d) Appendix B Terms of Payment;
- (e) Appendix D Supplementary Conditions;
- (f) Security Requirements Check List;
- (g) ProServices Supply Arrangement Number E60ZT-180027/184/ZT, and
- (h) the Contractor's bid dated September 30, 2019

6.12 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.13 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.14 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.15 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;

b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and

c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;

d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517854

from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and

e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

6.16 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.17 SACC Manual Clauses

2010B 2018-06-21, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.18 Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

6.19 Contract clause - Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.20 Insurance no specific requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3517862
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZQ-180001/018/ZQ
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 11/22/2019 To/Au: 04/30/2020

Amendment No. N° de la modification 001	Previous Value - Incl. taxes Valeur précéd. - Taxes incl. 39,999.99 CAD	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses 0.00 CAD	Revised Value - Valeur révisée 35,398.22 CAD	Tax Amount Montant de la taxe 4,601.77 CAD	Total 39,999.99 CAD
--	--	--	--	---	-------------------------------

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur QMR STAFFING SOLUTIONS INC. 906-75 ALBERT ST OTTAWA ON K1P 5E7 CANADA	
Contact - Personne-ressource Nathalie Bertrand	Telephone - Téléphone 613-948-9161	Contact - Personne-ressource Evelyn Speers	Telephone - Téléphone 613 234-4972

PROJECT TITLE - TITRE DU PROJET business consultant

The above mentioned Infrastructure Canada contract is hereby amended as follows:

Par la présente, le contrat d'Infrastructure Canada mentionné ci-dessus est modifié comme suit:

EXTEND END DATE ONLY

All other terms and conditions of the original contract remain in force. Please sign and return the original of this letter which will serve as an amendment to this contract.

Toutes les autres conditions du marché initial demeurent en vigueur. Veuillez signer et nous retourner l'original de cette lettre qui constituera la modification de ce contrat.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: **ENGLISH/ANGLAIS**

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Bertrand, Nathalie

Digitally signed by Bertrand, Nathalie
Date: 2020.03.18 11:50:00 -04'00'

BERTRAND, NATHALIE

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

**Hendrick,
Jennifer**

HENDRICK, JENNIFER

Signature

Digitally signed by: Hendrick, Jennifer
DN: CN = Hendrick, Jennifer C
= CA, GC OU = INFC-INFC
Date: 2020.03.18 11:34:08 -04'00'

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat
3517862

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat
3517862

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517862

ATIA - 20(1)(c)

ATIA - 20(1)(d)

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

1. Basis of Payment

a. The Contractor will be paid the firm all-inclusive daily per diem rate of [REDACTED] for work performed by the following resource in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

i. ProServices Category and Level: 9.3 Business Consultant, Senior

1.1 Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours.}$

All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

2. Specific Person(s)

The Contractor must provide the services of the following person to perform the Work as stated in the Contract: Claude Caron.

3. Travel

INFC will not pay or reimburse the Contractor for any travel or living expenses (including parking) incurred for performing the Work.

4. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$35,398.22. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75% committed, or

b. four months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3517862

comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5. Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

6. Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

7. Discretionary Audit

SACC Manual clause C0705C (2010-01-11), Discretionary Audit applies to and forms part of this Contract.

8. Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification applies to and forms part of this Contract.

9. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises

10. Invoicing Instructions

10.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

10.2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

10.3. Invoices must be distributed as follows:

- a. One (1) copy must be sent to the Project Authority for certification and payment.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517862

Appendix C - Appendice C Statement of Work - Énoncé des travaux

1.0 Title

Senior Level Business Consultant to Advise CFO

2.0 Objective

Corporate Services of Infrastructure Canada requires the assistance of one (1) Senior Level Business Consultant (ProServices Stream 9.3), to develop and deliver a comprehensive assessment of the Department's Finance organization's structure, capacity and processes to ensure it has the capacity to exercise, in a sustainable manner, its financial stewardship role and carry out effective resource allocation and resource management in support of departmental priorities.

3.0 Background

The CFO is looking for an experienced Finance executive, preferably with experience as an ADM and Chief Financial Officer (CFO), and demonstrated extensive experience in the organization and management of Finance organizations in the Canadian Federal Government. The CFO requires options and recommendations on how the INFC Finance can best enhance its ability to play a strategic leadership role, exercise its financial stewardship role and establish enterprise-wide processes and practices, and how to structure the Finance organization to this effect. The review must consider the current structure and capacity, the needs and requirements of INFC as well as relevant legislation and Treasury Board policies. It must also consider the best practices and long-term direction of other federal Government departments related to INFC.

4.0 Tasks

The Contractor will be required to perform the following tasks:

- # Review current state
- # Conduct Interviews with stakeholders and document findings
- # Provide options and recommendations
- # Propose a structure for the Finance organization
- # Provide strategic advise

5.0 Scope

The Contractor must review the current state and provide recommendations for improvement of INFC's Finance organization.

6.0 Constraints

The Contractor must manage timelines in spite of scheduling conflicts with key stakeholders.

7.0 Client Support

INFC will assist in the planning of meetings with Stakeholders, and provide data that will inform the recommendations.

8.0 Deliverables

- # Kickoff Meeting within one (1) week of Contract Award
- # Develop a workplan within one (1) week of Contract Award
- # Submit weekly reports showing work completed and work planned;
- # Conduct interviews with stakeholders and document discussions (as required);
- # Final report to the CFO/ADM with options and recommendations.
- # Additional related requirements may be included at INFC's discretion. All such deliverables will be discussed and agreed upon in advance.

9.0 Meetings

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517862

Meetings with the CFO will be coordinated as required. Attendance in person may be required, notice will be given in advance. Meetings with other staff from INFC will be coordinated through the CFO's office. Additionally, the consultant may be required to attend meetings with other federal Government departments or Central Agencies.

10.0 Official Languages

The Contractor must conduct the Work in both official languages as required by INFC. Reports can be provided in one official language.

11.0 Travel

There is no travel requirement.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517862

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

Amendment #1 is raised to extend the Contract end date to April 30, 2021.

Remove:

5.0 Term of the Contract

The period of the Contract is from November 25, 2019 to March 31, 2020 inclusive.

Insert:

5.0 Term of the Contract

The period of the Contract is from November 25, 2019 to April 30, 2020 inclusive.

1.0 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

2.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

3.0 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid SECRET, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Officer must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable);
 - b) Industrial Security Manual (Latest Edition).

4.0 Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick
Manager of Procurement Services
Corporate Services Branch
Infrastructure Canada

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3517862

343-543-0187
infprocurement-approvisionnement.inf@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority

The Project Authority for the Contract is:

Nathalie Bertrand
Assistant Deputy Minister and CFO
Corporate Services Branch
Infrastructure Canada
nathalie.bertrand3@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

The Contractor's representative for the Contract is:

Evelyn Speers
QMR Staffing Solutions Inc.
[REDACTED]

5.0 Term of the Contract

The period of the Contract is from November 25, 2019 to March 31, 2020 inclusive.

6.0 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21) - Medium Complexity - Services;
- (b) Appendix C, Statement of Work;
- (c) Appendix B, Terms of Payment;
- (d) Appendix D, Supplementary Conditions;
- (e) Security Requirements Check List;
- (f) The Contractor's bid, dated November 22, 2019.

9.0 Office of the Procurement Ombudsman

9.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3517862

the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

9.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

10. Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

11. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

12. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No / N° du contrat 3517893
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180027/074/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 12/09/2019 To/Au: 06/30/2020

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			93,750.00 CAD	12,187.50 CAD	105,937.50 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur DONNA CONA INC. 100-106 COLONNADE RD NEPEAN ON K2E 7L6 CANADA	
Contact - Personne-ressource Eric Lacroix	Telephone - Téléphone 343-550-1419	Contact - Personne-ressource Meg Beamish	Telephone - Téléphone 613 234-5407

PROJECT TITLE - TITRE DU PROJET
Change Management Consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur à l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Eric Lacroix
ERIC LACROIX
-DAWSON, DEREK-
Signature

2019/12/13
Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

Jennifer Hendrick
HENDRICK, JENNIFER
Signature

2019/12/16
Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Dawson, Derek
Signature

2019/12/16
Date

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

ATIA - 20(1)(c)

ATIA - 20(1)(d)

**Appendix B - Appendice B
Terms of Payment - Modalités de paiement**

Invoicing Address - Adresse de facturation

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:**

1.0 Basis of Payment

1.1 Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the per diem rate below, to a limitation of expenditure of **\$93,750.00**. Customs duties are included and Applicable Taxes are extra.

Professional Services Stream: Business Consulting

Category: 9.6 Change Management Consultant

Level: Senior

Resource Name: Ellen Grove

Per diem rate: [REDACTED]

Estimated level of effort: [REDACTED]

1.2 Method of Payment

Terms of Payment: Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.3 Term of Contract

Period of the Contract

The period of the Contract is date of Contract award to June 30, 2020.

2.0 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

3.0 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

4.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the monthly progress report.

3. Invoices must be distributed as follows:

One copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

5.0 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

ATIA - 20(1)(c)

ATIA - 20(1)(d)

Appendix C - Appendice C Statement of Work - Énoncé des travaux

1 Title:

Change Management Consultant / Agile Coach

1.2 Objective:

To provide to Infrastructure Canada(INFC) with the awareness and education they need to transform their Software Development Lifecycle (SDLC) from a waterfall approach to an Agile/Scrum methodology in order to reduce organizational constraints and deliver higher business value from our Information Systems to INFC Programs.

1.3 Background:

INFC has traditionally utilized a Waterfall Software Development Lifecycle to develop and expand functionalities within its custom applications. The department is now looking to adopt an Agile way of working and developing software in order to better collaborate with our business colleagues and be better equipped to handle changing business requirements.

1.4 Tasks:

Responsibilities could include but are not limited to:

- Agile Team mentoring and facilitation
- Acts as a subject matter expert to instill a culture of measurement with respect to both the impact of change to the business and the effectiveness of the system of delivery
- Provide guidance and coaching across multiple programs and projects
- Provides coaching on Agile values and practices while emphasizing continuous improvement
- Provide training sessions and teach valuable skills that lead toward the organization-wide adoption of Agile methodologies
- Provide subject matter expertise on a variety of Agile topics to programs and projects transitioning to agile
- Coaches teams on how to remove complex roadblocks and impediments to change and delivery
- Evaluate and mentor existing SCRUM teams
- Periodically serve as SCRUM Master for teams that are learning this role including sprint planning, standups, reviews, and retrospectives
- Provide updates/status reporting to project team management as required

1.5 Scope:

The Scope will be to work with our Application Development team and business contacts to complete the tasks above.

Estimated level of effort: [REDACTED]

1.6 Constraints:

Part - Time resource until the end of the fiscal year (June 30, 2020).

1.7 Client Support:

The successful bidder will liaise with a point of contact within the Branch, with the INFC procurement team and with the Industry to ensure statements of work and evaluation criteria accurately portray the expected results, outcomes and timelines for completion.

1.8 Deliverables:

- Regular Status Report to the management of the application services division - Weekly
- Gap Analysis on the skills required to adopt an Agile/SCRUM methodology - Within First 2 weeks of contract.
- Insights and recommendations on what best hybrid agile approach for INFC.
- Within the first 4 weeks of contract
 - Agile coaching for key executives - Within the first 4 weeks of contract
 - Coaching/training session on agile fundamentals to application development team - Within first 2 weeks of contract.
 - Coaching/training sessions for specific agile roles, e.g. Scrum Master, Tester, Developer, DBA, Technical Architect, business Analyst. - Within first 8 weeks of contract.
- Provide training sessions and teach valuable skills that lead toward the organization-wide adoption of Agile methodologies - Throughout contract.
- Evaluate and mentor existing SCRUM teams - Throughout contract.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

- Periodically serve as SCRUM Master for teams that are learning this role including sprint planning, standups, reviews, and retrospectives - Throughout contract.
- Provide updates/status reporting to project team management as required - Throughout contract.

1.9 Travel:

Travel is not anticipated to areas outside of the NCR. Travel may be required within the NCR. Expenses incurred for such travel will not be included in the contract and will not be re-imbursed.

1.10 Security Requirements:

Reliability Status

1.11 Meeting:

To be scheduled with Project Authority.

1.12 Languages:

English

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.0 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Officer personnel requiring access to information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

The Contractor/Officer MUST NOT remove any SECRET information or assets from the identified work site(s), and the Contractor/Officer must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Officer must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex C

2.0 Statement of Work

This Contract is being issued for the requirement of Professional Services to support Infrastructure Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

3.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4.0 Authorities

4.1 Contracting Authority

Jennifer Hendrick
Manager of Procurement Services
Infrastructure Canada
jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement
Authority.

Contract No / N° du contrat
3517893

4.2 Project Authority

Eric Lacroix
Director of Application Service
Infrastructure Canada
eric.lacroix@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

Blair Sunderland
Account Executive
Donna Cona Inc.

5.0 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.0 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04)
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification; (if applicable)
- (h) the Contractor's bid

9.0 Basis for Canada's Ownership of Intellectual Property

The Infrastructure Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

10.0 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

11.0 Replacement of Specific Individuals

11.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

11.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

11.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

12.0 Ownership

12.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

12.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

12.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

12.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

13.0 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise.

14.0 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no c of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

15.0 Office of the Procurement Ombudsman

15.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

15.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

ABORIGINAL SET ASIDE

This requirement is set aside for aboriginal suppliers in accordance with the procurement strategy for aboriginal business. The contractor will be required to certify that it is an aboriginal business or a joint venture as defined within the procurement strategy for aboriginal business.

MARCHÉS RÉSERVÉS AUX AUTOCHTONES

Ce projet est réservé pour les fournisseurs autochtones selon la stratégie d'approvisionnement pour les entreprises autochtones. L'entrepreneur devra certifier qu'il est une entreprise autochtone ou une co-entreprise selon la définition de la stratégie d'approvisionnement pour les entreprises autochtones.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal business? - Yes.

In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (The Program) may impose on the subcontractor or subcontractors.

The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification), stating that it:

- i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- ii) will, upon request, provide evidence that it meets the eligibility criteria;
- iii) is willing to be audited regarding the certification; and
- iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A for a list of the factors which may be considered by Canada).

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

WHO IS AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate in the Department of Indian and Northern Affairs at (819) 997-8383 or (819) 997-8746 or fax (819) 994-0445.

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. i) I, _____ (Name of duly authorized representative of business) hereby certify that
(Name of business) meets and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business".
- iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, ☒ **OR**
- ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. []

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

3. the Aboriginal business or businesses have:

i) fewer than six full-time employees []

OR

ii) six or more full-time employees ☒

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

6. Dec. 16/19 Donna Wolf
Date Signature

Ottawa Account Executive
Place Title (Duly authorized representative of business)

For:

Donna Cona Inc.
Name of Business

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

Appendix A

The Set-Aside Program for Aboriginal Business

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers, trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership-allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venturer
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

OWNER/EMPLOYEE CERTIFICATION FORM

SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. [REDACTED] am an owner and/or full-time employee of [REDACTED] (Name of business) and an Aboriginal person, as described in Name of business the document "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon the request of Canada.

12/16/19
Date

[REDACTED]
Signature of owner and/or employee

Ottawa
Place

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

AIDE GOUVERNEMENTALE AU DÉVELOPPEMENT ÉCONOMIQUE DES AUTOCHTONES PAR LES MARCHÉS PUBLICS

EXIGENCES RELATIVES AU PROGRAMME DE MARCHÉS RÉSERVÉS AUX ENTREPRISES AUTOCHTONES

Qui est admissible?

Une entreprise autochtone, qui peut être:

- une bande selon la définition de la Loi sur les Indiens
- une entreprise individuelle
- une société à responsabilité limitée
- une coopérative
- une société de personnes
- une organisation sans but lucratif dont la propriété et le contrôle sont au moins à 51 p. 100 aux mains des Autochtones,

OU

Une coentreprise comprenant deux ou plusieurs entreprises autochtones ou, une entreprise autochtone et une entreprise non autochtone, pourvu que la ou les entreprises autochtones détiennent au moins 51 p. 100 des intérêts et du contrôle de la coentreprise.

Si l'entreprise autochtone a au moins six employés à plein temps à la date de la soumission, au moins 33 p. 100 d'entre eux doivent être des Autochtones, et cette proportion doit être maintenue pendant toute la durée du contrat.

Le soumissionnaire doit certifier dans sa soumission qu'il agit au nom d'une entreprise autochtone ou d'une coentreprise constituée selon les critères définis ci-dessus.

Y-a-t-il d'autres exigences auxquelles doivent se soumettre les soumissionnaires au titre du Programme de marchés réservés aux entreprises autochtones? - Oui.

S'il s'agit d'un contrat (biens, services ou construction) pour lequel une entreprise présente une proposition qui suppose de la sous-traitance, celle-ci doit certifier dans sa soumission qu'au moins 33 p. 100 de la valeur des travaux effectués en vertu du contrat seront réalisés par une ou plusieurs entreprises autochtones. La valeur des travaux effectués correspond à la valeur totale du contrat, moins les matériaux achetés directement par l'entrepreneur pour l'exécution du contrat. Par conséquent, le soumissionnaire doit aviser le sous-traitant ou les sous-traitants, en les obligeant, au besoin, par écrit, qu'ils doivent respecter les exigences que le Programme de marchés réservés (le Programme) peut imposer au sous-traitant ou aux sous-traitants.

Le contrat conclu par le soumissionnaire avec un sous-traitant doit également comprendre, s'il y a lieu, des dispositions en vertu desquelles le sous-traitant accepte de fournir au soumissionnaire de l'information attestant son admissibilité au Programme, et autorise le soumissionnaire à faire vérifier ses dossiers par le Canada afin de contrôler l'information fournie. Le fait de ne pas exiger ou de ne pas appliquer ces dispositions équivaut à une rupture de contrat et expose le soumissionnaire aux conséquences civiles dont il est question dans le présent document.

Dans le cadre de sa soumission, l'entreprise doit signer le formulaire d'Attestation concernant les exigences du Programme de marchés réservés aux entreprises autochtones (l'Attestation), déclarant qu'elle:

- i) satisfait aux critères d'admissibilité et continuera de le faire pendant toute la durée du contrat;
- ii) fournira, sur demande, la preuve qu'elle satisfait aux critères d'admissibilité;
- iii) accepte de faire l'objet d'une vérification concernant l'attestation;

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517893

iv) reconnaît que s'il est fait la preuve qu'elle NE satisfait PAS aux critères d'admissibilité, elle sera passible de une ou de plusieurs des conséquences civiles énoncées dans l'attestation et le contrat.

Comment l'entreprise doit-elle prouver qu'elle satisfait aux critères d'admissibilité?

Il n'est pas nécessaire de fournir une preuve d'admissibilité au moment de la présentation de la soumission. Toutefois, l'entreprise doit être prête à fournir cette preuve en cas de vérification.

Les conséquences civiles des fausses déclarations dans les documents de soumission, de la non-conformité avec les exigences du Programme ou de la non-production d'une preuve satisfaisante pour le Canada en ce qui a trait aux exigences du Programme peuvent prendre la forme d'une saisie du dépôt de soumission, du blocage des retenues, de l'interdiction de participer à de nouveaux appels d'offre du Programme et (ou) de la résiliation du contrat. Dans le cas où le contrat serait résilié à cause d'une fausse déclaration ou du non-respect des exigences du Programme, le Canada se réserve le droit de retenir les services d'un autre entrepreneur pour parachever les travaux et tous les frais additionnels assumés par le Canada devront alors, à la demande du Canada, être remboursés par l'entreprise.

Quelle sorte de preuve peut être exigée de l'entreprise?

Propriété et contrôle

La preuve de propriété et de contrôle exigée d'une entreprise ou d'une coentreprise autochtone peut comprendre les documents de constitution en société, le registre des actionnaires ou des membres, les contrats de société de personnes, les accords de coentreprise, l'enregistrement du nom commercial, les arrangements bancaires, les documents de régie, les procès-verbaux des réunions du conseil d'administration et des comités de gestion, ou d'autres documents juridiques.

La propriété d'une entreprise autochtone désigne la "propriété bénéficiaire", c'est-à-dire la propriété effective de l'entreprise. Le Canada peut examiner divers facteurs pour vérifier si des Autochtones contrôlent vraiment ou effectivement l'entreprise autochtone. (Voir à l'annexe A la liste des facteurs que peut examiner le Canada.)

Emploi et employés

Si l'entreprise autochtone a six employés ou plus à la date de présentation de l'attestation et qu'elle est tenue par le Canada de prouver qu'au moins 33 p. 100 des employés à plein temps sont autochtones, elle doit, à la demande du Canada, présenter immédiatement un formulaire d'attestation employeur-employé, dûment rempli, pour chaque employé autochtone à plein temps.

Les pièces justificatives à présenter pour prouver qu'un employé travaille à plein temps et pour attester du nombre d'employés à plein temps peuvent comprendre les registres des salaires, ou les fiches de paie individuelles, les offres d'emploi écrites ou les données sur les salaires conservés aux fins de l'impôt sur le revenu, de même que toute information se rapportant à la caisse de retraite ou à d'autres régimes de prestations.

Un employé à plein temps, selon la définition du Programme, est quelqu'un qui figure sur la liste de paie, a droit à tous les avantages dont bénéficient les autres employés à plein temps dans l'entreprise, tels qu'un régime de pension, des vacances payées et des congés de maladie, et qui travaille au moins 30 heures par semaine. C'est le nombre d'employés à plein temps figurant sur la liste de paie de l'entreprise à la date de présentation de la soumission qui détermine le rapport du nombre d'Autochtones au nombre total d'employés de l'entreprise aux fins de la détermination de l'admissibilité au Programme.

Les propriétaires autochtones et les employés autochtones à plein temps doivent être prêts à prouver leur statut. L'Attestation propriétaire-employé, à remplir par chaque propriétaire autochtone et chaque employé à plein temps autochtone, comprend une

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

déclaration de satisfaction aux critères d'admissibilité et une déclaration de véracité et d'intégralité de l'information. L'Attestation inclut également un consentement à la vérification de l'information présentée.
Sous-traitance

La justification du pourcentage des travaux effectués par les sous-traitants peut se faire au moyen des contrats conclus entre l'entrepreneur et les sous-traitants, des factures et des paiements par chèque.

Les pièces à produire pour prouver qu'un sous-traitant est une entreprise autochtone (lorsque cela est nécessaire pour respecter la teneur autochtone minimum du contrat) sont les mêmes que celles que doit présenter l'entrepreneur principal pour prouver qu'il représente une entreprise autochtone.

DÉFINITION D'UN AUTOCHTONE AUX FINS DU PROGRAMME DE MARCHÉS RÉSERVÉS AUX ENTREPRISES AUTOCHTONES

Un Autochtone est un Indien, un Métis ou un Inuit qui réside ordinairement au Canada.

Les pièces à produire comme preuve du statut d'Autochtone sont notamment les suivantes:

- inscription comme Indien du Canada;
- appartenance à un groupe affilié au Metis National Council ou au Congrès des peuples autochtones, ou à toute autre organisation autochtone reconnue au Canada;
- acceptation à titre d'Autochtone par une collectivité autochtone établie au Canada;
- inscription ou droit à l'inscription au titre d'une entente de règlement d'une revendication territoriale globale ou d'appartenance ou droit d'appartenance à un groupe visé par des revendications territoriales globales acceptées.

Comme preuve de résidence au Canada, on peut produire un permis de conduire provincial ou territorial, un bail ou tout autre document pertinent.

Pour plus de détails sur le Programme de marchés réservés aux entreprises autochtones, communiquez avec la Direction de l'accès aux marchés fédéraux du ministère des Affaires indiennes et du Nord au (819) 997-8383 ou (819) 997-8746 ou, par télécopieur, au (819) 994-0445.

AIDE GOUVERNEMENTALE AU DÉVELOPPEMENT ÉCONOMIQUE DES AUTOCHTONES PAR LES MARCHÉS PUBLICS

ATTESTATION AUX FINS DU PROGRAMME DE MARCHÉS RÉSERVÉS AUX ENTREPRISES AUTOCHTONES

Un soumissionnaire qui présente, au titre du Programme, une soumission ou une proposition en réponse à un appel d'offres doit remplir et présenter un formulaire d'attestation. La non-présentation du formulaire d'attestation entraînera le refus de la proposition pour non-conformité.

1. (i) Je, soussigné, _____ (Nom du représentant dûment autorisé de l'entreprise) certifie par la présente que _____ (Nom de l'entreprise) satisfait, et continuera de satisfaire pendant toute la durée du contrat, aux exigences du Programme telles qu'elles sont énoncées dans le document ci-joint intitulé "Exigences relatives au Programme de marchés réservés aux entreprises autochtones", document que j'ai lu et compris.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

(iii) L'entreprise susmentionnée accepte de faire le nécessaire pour que tout sous-traitant dont les services sont retenus aux fins du contrat respecte, s'il y a lieu, les stipulations énoncées dans les "Exigences relatives au Programme de marchés réservés aux entreprises autochtones".

(iii) L'entreprise susmentionnée accepte de fournir immédiatement au Canada, sur demande, des renseignements propres à prouver la conformité du sous-traitant avec les exigences du Programme.

VEUILLEZ COCHER LA CASE APPROPRIÉE AUX POINTS 2 ET 3 CI-DESSOUS

2. (i) L'entreprise susmentionnée est une entreprise autochtone qui appartient à un propriétaire unique, à une bande, à une société à responsabilité limitée, à une coopérative, à une société de personnes ou à une organisation sans but lucratif, []
OU
(ii) L'entreprise susmentionnée est une coentreprise formée de deux ou plusieurs entreprises autochtones ou d'une entreprise autochtone et d'une entreprise non-autochtone. []
3. L'entreprise ou les entreprises autochtones ont:
(i) moins de six employés à plein temps []
OU
(ii) six employés à plein temps ou plus []
4. L'entreprise susmentionnée convient de fournir immédiatement au Canada les pièces que le Canada pourrait lui demander de produire à l'occasion pour étayer la présente attestation. Ces preuves doivent être accessibles pour vérification pendant les heures normales de travail par un représentant du Canada, qui pourra en faire des copies et en prendre des extraits. L'entreprise susmentionnée convient de prendre toutes les mesures nécessaires pour faciliter les vérifications et de fournir l'information demandée par le Canada en ce qui a trait à l'attestation.
5. Il est convenu que les conséquences civiles d'une fausse déclaration dans les documents de soumission, de la non-conformité aux exigences du Programme ou de la non-présentation de preuves satisfaisantes au Canada concernant les critères d'admissibilité peuvent prendre les formes suivantes: saisie du dépôt de soumission; blocage des retenues; exclusion de toute participation à des contrats futurs au titre du Programme; résiliation du contrat. Dans le cas où le contrat serait résilié à cause d'une fausse déclaration ou du non-respect des exigences du Programme ou des exigences relatives à la preuve, le Canada se réserve le droit de retenir les services d'un autre entrepreneur pour parachever les travaux et tous les frais additionnels assumés par le Canada devront alors, à la demande du Canada, être remboursés par l'entreprise.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat

3517893

6.

Date

Signature

Lieu

Titre (Représentant dûment autorisé de l'entreprise)

Pour:

Nom de l'entreprise

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

Annexe A

Programme de marchés réservés aux entreprises autochtones

Les facteurs pouvant servir à déterminer si les Autochtones détiennent au moins 51 p. 100 des intérêts et du contrôle de l'entreprise autochtone sont les suivants:

- Comptes du capital social et de capitaux propres, c.-à.-d. : actions privilégiées, valeurs convertibles, catégories d'actions ordinaires, bons de souscription d'action, options
- Politique sur les dividendes et paiement de dividendes
- Options sur actions aux employés
- Traitement différent des transactions sur titres de capital pour les sociétés de personnes, les coentreprises, les organisations communautaires, les coopératives, etc.
- Examen des actes constitutifs, tels que la charte de l'entreprise, le contrat de société de personnes, la structure financière
- Concentration de la propriété ou du contrôle de gestion chez les associés, les actionnaires, les cadres et les administrateurs selon la définition des fonctions
- Principales fonctions et employeur des cadres et des administrateurs en vue de déterminer qui ils représentent, c.-à.-d. la banque, une propriété dévolue, etc.
- Procès-verbaux des réunions du conseil et des réunions des actionnaires faisant état d'importantes décisions touchant les opérations et la direction
- Registres salariaux des cadres et des employés pour faire le lien entre les responsabilités et les postes
- Nature de l'entreprise par comparaison avec le type de marché en voie de négociation
- Pratiques de gestion de la trésorerie, telles qu'en témoignent le versement de dividendes et les arriérés de dividendes privilégiés
- Déclarations d'impôt permettant de préciser la propriété et les antécédents de l'entreprise
- Évaluation du fonds commercial et de l'actif en vue d'examiner et de déterminer la juste valeur marchande des éléments incorporels
- Contrats avec les propriétaires, les cadres et les employés, jugés justes et raisonnables
- Pouvoirs des actionnaires, notamment pour la nomination des cadres, des administrateurs, des vérificateurs
- Accords de fiducie conclus entre les parties pour influencer les décisions touchant la propriété et le contrôle
- Société de personnes - affectation et répartition du revenu brut, comme en témoignent, par exemple, les réserves pour salaires, l'intérêt sur le capital et les ratios de répartition
- Procédures judiciaires concernant la propriété
- Prix de transfert de la part de la coentreprise non autochtone
- Paiement de frais de gestion ou d'administration
- Garanties faites par l'entreprise autochtone
- Conventions accessoires

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517893

AIDE GOUVERNEMENTALE AU DÉVELOPPEMENT ÉCONOMIQUE DES AUTOCHTONES PAR LES MARCHÉS PUBLICS

FORMULAIRE D'ATTESTATION EMPLOYEUR-EMPLOYÉ

PROGRAMME DE MARCHÉS RÉSERVÉS AUX ENTREPRISES AUTOCHTONES

1. Je, soussigné _____, suis propriétaire et
(ou) employé à plein temps de _____
Nom de l'entreprise
et autochtone, selon la définition du document intitulé "Exigences relatives au Programme de marchés réservés aux entreprises
autochtones".
2. Je certifie que l'énoncé susvisé est vrai et je consens à sa vérification sur demande du Canada.

Date

Signature du propriétaire et (ou) de l'employé

Place

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat 3517942					
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180027/038/ZT					
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 01/20/2020 To/Au: 11/30/2020					
Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. Incl. taxes Aug./Dim. - Taxes incluses	Revised Value Valeur révisée	Tax Amount Montant de la taxe	Total
			80,180.00 CAD	9,724.00 CAD	89,904.00 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur WORKPLACE SAFETY & PREVENTION SERVICES 300-5110 CREEKBANK RD MISSISSAUGA ON L4W 0A1 CANADA	
Contact - Personne-ressource Kristine Gravelle-Rystenbil	Telephone - Téléphone 613-277-2124	Contact - Personne-ressource Chrystal Brown	Telephone - Téléphone 905 614-1400

**PROJECT TITLE - TITRE DU PROJET
Hazard Protection Program**

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur à l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: **ENGLISH/ANGLAIS**

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

GAUTHIER, VERONIQUE
Signature

2020-01-21
Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

Approuvé pour le Ministre

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER
Signature

2020-01-20
Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

2020-01-22
Date

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517942

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517942

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur.

L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517942

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

1. Basis of Payment

The Contractor will be paid the firm all-inclusive daily per diem rate below, for work performed by the following resource type in accordance with the Contract; Applicable Taxes are extra.

Category: 8.4 Employee Relations consultant
Level: Senior
All-inclusive daily per diem: [REDACTED]

1.1 Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$.

All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

2. Specific Person(s)

The Contractor must provide the services of the following persons, with their respective category and level in parentheses, to perform the Work as stated in the Contract:

- 1) Andrew Harkness, PWGSC Security file Number [REDACTED]
- 2) Esther Fleurimond, PWGSC Security file Number [REDACTED]
- 3) Dennis Chennette, PWGSC Security file Number [REDACTED]
- 4) Janet Carr, PWGSC Security file Number [REDACTED]
- 5) Liliane Lamarche, PWGSC Security file Number [REDACTED]

3. Authorized Travel and Living Expenses

Concerning the requirements to travel described in section 1.9 Travel of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside of a radius of 50 kilometers of the resource's local office, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$10,000; Applicable Taxes are excluded.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

4. Limitation of Expenditure

4.1 Canada's total liability to the Contractor under the Contract must not exceed \$75,000. Excluding Travel Costs and Applicable Taxes.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517942

4.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

4.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5. Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6. Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit.

7. Discretionary Audit

SACC Manual clause C0705C (2010-01-11), Discretionary Audit applies to and forms part of this Contract.

8. Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification applies to and forms part of this Contract.

9. Invoicing Instructions

9.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

9.2 Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

9.3 Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority for certification and payment.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517942

Appendix C - Appendice C Statement of Work - Énoncé des travaux

Statement of Work

1 Title: Hazard Prevention Program and Hazard Risk Assessment

Develop a comprehensive Work Place Hazard Prevention Program (HPP) and perform a hazard risk identification and assessment for Infrastructure Canada (INFC) in accordance with legislative and regulatory requirements.

2 Objective

The purpose of Infrastructure Canada's Hazard Prevention Program (HPP) is to promote a safe and healthy workplace, while ensuring that the organization meets its legislated requirements under the Canada Labour Code (CLC) and the Canada Occupational Health and Safety Regulations (COHSR). This is achieved by supporting the organization in identifying and assessing hazards in the workplace and implementing the necessary preventative and corrective measures in order to eliminate or minimize the risks, and monitoring their effectiveness.

When the work is completed, INFC will be in a position to

- examine all of the hazards and establish an order of priority for the implementation of prevention measures and corrective actions;
- educate and assist the organization in integrating health and safety practices in their operations;
- promote a culture of health and safety in the work environment; and
- help prevent work-related accidents and injuries and to protect the health and safety of all INFC employees.

3 Background

Part II of the Canada Labour Code governs occupational health and safety in the federal jurisdiction; its purpose is to prevent accidents and injury to health at work. Infrastructure Canada (also referred to as "the employer") is under federal jurisdiction. The CLC requires that all federally regulated organizations "ensure that the health and safety at work of every person employed by the employer is protected" (CLC, Part II, section 124).

As per paragraph 125(1)(z.03) of the CLC, and COHSR, INFC is required to establish, implement and monitor a formal program for the prevention, control, reduction, elimination and protection of employees against hazards in the work place. INFC is also required to provide appropriate training, instructions and/or equipment to employees exposed to these hazards.

The main objectives of the HPP are to:

1. Conduct a job hazard identification and analysis;
2. Implement corrective actions;
3. Inform/educate employees about the program and their responsibilities;
4. Monitor the program; and
5. Report to the Ministry of Labour, Labour Program to evaluate the effectiveness of the program.

4 Tasks

Due to the size of the project and the associated costs, the Hazard Prevention Program contract will be divided into two phases (both are included in this Contract).

The Contractor's team of resources will be required to complete, but not limited to, the following tasks:

1 - Throughout the Contract

- o Ensure that INFC's HPP meets legal, regulatory and policy requirements, and emerging hazard prevention practices for workplace safety.
- o Ensure the following communications are maintained:
 - " Consult with INFC's OHS Coordinator for documents, information and updates.
 - " Provide bi-weekly status reports to the INFC OHS Coordinator.
 - " Provide monthly briefings and progress reports on the project plan to the INFC OHS Coordinator.

2 - Phase I - Hazard Identification

- o Identify all hazards for all INFC occupations / job descriptions / work environments with similar hazard exposure and risk profiles (includes physical, biological and chemical, ergonomic, psychosocial and the 13 factors of psychological health and safety), to determine where incidents or accidents may occur.
- o If needed, conduct a more in-depth hazard identification for any occupation, work setting or location where the level of risk is significant, or risk controls or measures are inaccurate, or non-existent.
- o Conduct Stakeholder engagement to collect information from staff using the most appropriate mechanism (ex.

Canada



Call-up against a Standing Offer /

Contract against a Supply Arrangement

Commande subséquente à une offre à commande /

Contrat suite à un arrangement en matière

d'approvisionnement

interviews, questionnaire, survey, etc.)

o At the end of the hazard identification process, summarize the findings into a report and provide a briefing to INFC's OHS Coordinator.

Contract No /N° du contrat

3517942

3 - Phase II - Hazard Assessment and Evaluation

o Assess and evaluate the identified safety hazards taking into consideration, but not limited to, the following:

" Nature of the hazard

" The level and intensity of exposure to the hazard

" The frequency of that exposure

" The length of time the employee is exposed

" Existing health and safety control measures (processes, procedures, policies, education, etc.)

o Identify the gaps and the necessary preventative and corrective measures in order to eliminate or minimize the risks.

o Review and update the Hazard Prevention Program document for INFC.

o At the end of the hazard assessment process: summarize the findings into a report, develop the requested deliverables (and any other relevant documentation), and provide a briefing to INFC's OHS Coordinator.

5 Scope

Develop a comprehensive Work Place Hazard Prevention Program (HPP) for Infrastructure Canada (INFC) in accordance with legislative and regulatory requirements.

6 Constraints

- Location: The project activity will be conducted at Infrastructure Canada's locations, which may include: 180 Kent Street, Ottawa; 427 Laurier Avenue West, Ottawa; 800 René Lévesque blvd ouest, Montréal, QC including components of the NBSL Authority Site office and the NBSL bridge site.

- Confidentiality of Information: Information obtained during this project will remain confidential, except as otherwise noted in this Statement of Work, which requires the completion of the Non-Disclosure Agreement. The contractor will not share any of its findings or recommendations without written permission, which permission may be withheld at the contractor's discretion. The contractor will not identify specific employees as the source of information, unless written consent is obtained from the employee.

- HPP Requirements: INFC's Hazard Prevention Program must

o be developed in consultation with various stakeholders (like the Policy Health and Safety Committee, OHS Committees and representatives, management, employees and bargaining agents). In the event there is controversy in the placement of any particular occupation into any particular risk, stakeholder consultation may be requested to explain the rationale.

o be tailored to the needs, size and the nature of the hazards at INFC.

o be the main prevention tool used to identify, prevent, control or eliminate work-related hazards during the course of employment by providing various mitigation and preventative strategies.

o include all forms of hazard such as, but not limited to, safety, physical, biological and chemical, ergonomic, and psychosocial risk factors and the 13 factors of psychological health and safety.

- All work plan components, recommendations and risk control measures must be consistent with:

o Government of Canada and Infrastructure Canada policies and procedures.

o Legal and regulatory requirements, Treasury Board Directives, and ESDC Labour Program policies and practices. Where applicable, INFC will advise the Contractor of specific policies and procedures that must be respected.

- Contractor Personnel must:

o be available to commence work immediately.

o present and communicate updates, recommendations, findings and final products using MS Office Suite of products (for example, Word, Excel, Power Point)

o respond to any solutions proposed to the satisfaction of INFC subsequent to receiving feedback from INFC.

o possess knowledge of the federal government, a basic knowledge of hazards found in federal offices, regional offices and construction sites.

o provide an opportunity and allow time for drafts to be reviewed.

o use their own computers and phones during the project.

7 Client Support

Infrastructure Canada will:

o Assist with meeting logistics and communications with INFC staff.

o Escort Contractor personnel any time they need to access an Infrastructure Canada workspace.

o Provide temporary workstations at INFC offices when the Contractor's staff are working at INFC offices

o Provide all relevant documentation and available data.

o Where applicable, advise the Contractor of specific policies and procedures that must be respected.

o Be responsible for coordinating the translation of reports and other documents produced by the contractor (where required).

o Provide feedback to the Contractor regarding the work performance during the identified task authorization.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517942

- o Raise concerns and identify corrective action required.
- o Infrastructure Canada will provide consultant staff with access to knowledgeable Infrastructure Canada employees who can provide information on their job activities and existing protocols.

8 Deliverables

The deliverables and schedule of phases are as follows; however, the schedule may be adjusted at the beginning of the contract

**Phase I
Planning and preparation
Kick Off Meeting**

- on January 29, February 4 or February 6, 2020

**Phase I
Planning and preparation
Work Plan**

Includes tasks to be performed, deliverables to be produced, roles and responsibilities, schedule and estimated travel cost associated for each deliverable; this includes the review of draft documents and integration of changes.

- completed by February 14, 2020

Phase I

Hazard Identification: Upon completion of Phase I, the Contractor will deliver to INFC

- Updating HPP Standard/Policy: completed by March 13, 2020

- HIRA - Part 1 - Workshops: completed by May 13, 2020

- GM@Work Survey: completed by June/July 18, 2020

- Preliminary Findings Report/Briefing: Outlines the preliminary findings from the Hazard Identification Process. The summary must include items like, but not limited to, the Hazard Profile Groups (HPGs) (occupations, job descriptions, work environments with similar hazard exposure and risk profiles) and the health and safety risks (physical, biological and chemical, ergonomic, psychosocial, and the 13 psychological factors). Briefing by the Contractor to INFC's OHS Coordinator to present the preliminary findings.
- completed by July 31, 2020

Phase II

Hazard Assessment and Evaluation and Recommendations: Upon completion of Phase II, the Contractor will deliver to INFC

- Hazard Assessment Report which should include the following:

- " Identification of hazards by HPG

- " Nature of the hazard

- " The level and intensity of exposure to the hazard

- " The frequency of that exposure

- " The length of time the employee is exposed

- " Existing health and safety control measures (processes, procedures, policies, education, etc.)

- " Identification of gaps (including legislative gaps)

- " Short and long term recommendations on preventative and corrective measures to mitigate risk and improve INFC's Hazard Prevention Program.

- " Identification of legal requirements/standards associated with each recommendation.

The report may include (but is not limited to) the following elements: Assumptions, considerations, and conclusions. Completed by July 31, 2020

- HIRA - Part 2 - Onsite verification and report writing.

- GM@Work Survey: Deeper dive information gathering - top 3 priorities. Completed by end of October 2020

- Updating Hazard Prevention Program Documents: Review and update INFC's Hazard Prevention Program document, Hazard reporting, WI, AI. Completed by August/September, 2020

- Safe Work Practice Development. Completed by September/October 31, 2020

- HPP Education and Training Matrix: An assessment outlining relevant and required education and training in relation to the HPP. Completed by October/November, 2020

- Briefing/Project Closure: Briefing by the Contractor to INFC's OHS Coordinator present the documents. Completed by November 30, 2020

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat

3517942

Acceptance for each deliverable will be considered if (a) the Project Authority has received the deliverable by the due date and (b) has sent the contractor written confirmation that they accept the quality of the work for that deliverable.

Any unforeseen tasks related to this statement of work that may arise during the contract will be discussed and mutually agreed upon by all parties.

9 Travel

Travel expenses will be included in the contract. Any travel required will be agreed upon by all parties in advance. Contractor will be responsible for all initial travel costs, and will subsequently be reimbursed subject to Appendix B - Terms of Payment.

10 Security Requirements

Infrastructure Canada will escort the contractor's staff and provide them with the appropriate safety equipment at all times, so that the contractor can assess all Infrastructure Canada's work spaces and facilities while ensuring that the contractor's staff remain safe.

11 Meetings

" Meetings, interviews and office visits will be scheduled and attended by the Contractor during regular hours of work (Monday to Friday, 9am to 5pm), subject to the availability of relevant INFC staff

" The Contractor must:

- o Participate in kick-off meeting(s), workshops, teleconferences, and stakeholder meetings as it relates to the hazard prevention program.
- o Meet with INFC when requested to discuss and resolve any issues and manage change throughout the course of the project.
- o Meet with Senior Management, the OHS Coordinator and Stakeholder Groups to provide information, clarification, and presentations (as required) throughout any stage of the project (from start to conclusion).

12 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the Contractor's team includes individuals fluent in both official languages in order to communicate verbally and in writing in the preferred official language of the study participants.

All documents of progress and final reports will be produced in English.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517942

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

Supplementary Conditions

1 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

2 Term of Contract

2.1 Period of the Contract

The period of the Contract is from date of Contract to December 14, 2020.

3 Authorities

3.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager, Procurement Services
Organization: Infrastructure Canada
Phone: 343-543-0187
Email: infprocurement-provisionnement.inf@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

3.2 Project Authority

The Project Authority for the Contract is:

Kristine Gravelle-Rystenbil
Title: Occupational Health and Safety Coordinator
Organization: Infrastructure Canada
Phone: 613-277-2124
Email: kristine.gravelle-rystenbil@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

3.3 Contractor's Representative

The Contractor's representative for the Contract is:

Chrystal Brown
Title: Senior Account Manager

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat

3517942

Organization: Workplace Safety & Prevention Services

Phone: [REDACTED]

Mobile: [REDACTED]

Email: chrystal.brown@wsps.ca

4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5 Payment

For all clauses related to payment, refer to Annex B - Terms of Payment.

6 No Responsibility to Pay for Work not performed due to Closure of Government Offices

a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7 Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007, 2010-08-16 Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21) Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Terms of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180027/038/ZT; and
- (h) the Contractor's bid dated November 29, 2019 and approved timeline of January 13, 2020.

10 Basis for Canada's Ownership of Intellectual Property

Infrastructure Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

11 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517942

Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

12 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

13 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

14 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

15 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517942

specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

16 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

17 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat

3517942

CONTRACTOR PERFORMANCE AND EVALUATION REPORT

RAPPORT D'ÉVALUATION ET DE RENDEMENT DE L'ENTREPRENEUR

Contractor's name
Nom de l'entrepreneur **WORKPLACE SAFETY & PREVENTION**

Address
Adresse **300-5110 CREEKBANK RD, MISSISSAUGA, ON, CA, L4W 0A1**

Project/Report title
Titre du projet (ou rapport) **Hazard Protection Program**

Date of contract
Date du contrat **01/20/2020 - 11/30/2020** Date work completed
Date d'achèvement du travail

Contracting Authority
Autorité contractante **HENDRICK, JENNIFER** Division

1. A) Specialties involved in the contract - Domaines visés par le contrat

☐ Agriculture ☐ Economics ☐ Forestry ☐ Sociology ☐ Transportation ☐ Management ☐ Engineering
☐ Économique ☐ Forêts ☐ Sociologie ☐ Transports ☐ Gestion ☐ Ingénierie

1. B) Were sub-contractor's employed on this project? Yes No
A-t-on fait appel à des sous-traitants? Oui Non

Name - Nom

Address - Adresse

Speciality - Spécialité

RESPOND TO THE FOLLOWING QUESTIONS - RÉPONDRE AUX QUESTIONS SUIVANTES

A) Was the work properly planned and scheduled by the contractor? L'entrepreneur avait-il bien planifié et échelonné son travail?	Yes Oui	No Non	See Remarks Voir Remarques
B) Did the contractor maintain satisfactory liaison with the Department? L'entrepreneur avait-il entretenu des rapports satisfaisants avec le ministère?	Yes Oui	No Non	See Remarks Voir Remarques
C) Were the original time and cost estimates realistic? Les prévisions initiales de temps et de coût étaient-elles réalistes?	Yes Oui	No Non	See Remarks Voir Remarques
D) Have the services rendered been in conformity with the agreement? Les services rendus ont-ils été conformes à l'entente?	Yes Oui	No Non	See Remarks Voir Remarques
E) Were the recommendations developed practical and applicable to the Department's specific needs? Les recommandations apportées étaient-elles pratiques et applicables aux besoins particuliers du ministère?	Yes Oui	No Non	See Remarks Voir Remarques
F) Were the recommendations satisfactorily presented? Les recommandations ont-elles été présentées de façon satisfaisante?	Yes Oui	No Non	See Remarks Voir Remarques
G) Would you retain this contractor again if you had need for similar professional services? Feriez-vous de nouveau appel à cet entrepreneur si vous aviez besoin des mêmes services professionnels?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to G) is no, state why - Si la réponse à G) est non, dites pourquoi

H) Are there members of the contractor's staff whom you would not wish to retain in the future? Y-a-t-il des membres du personnel de l'entrepreneur dont vous ne retiendrez pas les services dans l'avenir?	Yes Oui	No Non	See Remarks Voir Remarques
I) Would you consider the overall performance as _____ Comment jugez-vous le rendement global _____	Inadequate Insatisfaisant	Poor Faible	Satisfactory Satisfaisant
			Very good Très bon
			Excellent
J) If rated inadequate, or poor, was payment authorized under Section 34 F.A. Act? Si jugé insatisfaisant ou faible, a-t-on autorisé le versement en vertu de l'article 34 de la LGFP?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to J) is yes, state why - Si la réponse à J) est oui, dites pourquoi

REMARKS - REMARQUES

Signature _____ Title- Titre _____ Date _____

Canada



**Infrastructure
Canada**

Page: 1

**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat 3517984					
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SO/OC: E60ZT-180025/088/ZT					
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 02/18/2020 To/Au: 06/30/2020					
Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			34,655.00 CAD	4,505.15 CAD	39,160.15 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur ORION CONSULTING SERVICES 50 BLACKSHIRE CIR NEPEAN ON K2J 5M2 CANADA	
Contact - Personne-ressource Helene Payette	Telephone - Téléphone 613-222-2398	Contact - Personne-ressource Cara Thompson	Telephone - Téléphone 613-692-2669
PROJECT TITLE - TITRE DU PROJET Independent External Advisor			

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur à l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: **ENGLISH/ANGLAIS**

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

[Signature]
Signature

2020-02-19
Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

[Signature]
Signature

2020-02-19
Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the prices set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

[Signature]
Signature

2020-02-20
Date

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517984

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both,
described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions
stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to
the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror
whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall
govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees
to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of
the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the
Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to
remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise
specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or
services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material
incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price
will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have
occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the
Contract Price if public notice of the change was given before bid submission date in sufficient detail to have
permitted the Contractor to calculate the effect of the change.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517984

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se produira entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



**Infrastructure
Canada**

**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517984

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

1.0 Basis of Payment

1.1 Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the fees below, to a limitation of expenditure of \$34,655.00. Applicable Taxes are extra.

Professional fees:

Orion Consulting Services
Principal Consultant: Cara Thompson
Per diem: [REDACTED]
Estimated level of effort: up to [REDACTED]
Sub-Total: \$34,655.00. Applicable Taxes are extra.

1.2 Method of Payment

1.2.1 Terms of Payment: Milestone Payments

1.2.2 Schedule of Milestones

The Contractor will bill for the professional fees at the conclusion of each milestone as follows:

25% upon completion and INFC's acceptance of deliverable 1 and 2: detailed project work plan and draft review report - April 3, 2020.

25% upon completion and INFC's acceptance of deliverable 3: final report - May 29, 2020.

50% upon completion and INFC's acceptance of deliverable 4: presentation of recommendations to senior management - June 19, 2020.

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.3 Term of Contract

Period of the Contract

The period of the Contract is date of Contract award to June 30, 2020.

2.0 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**
deliveries made under the Contract.

Contract No /N° du contrat
3517984

2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

3.0 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

4.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the milestone progress report.

3. Invoices must be distributed as follows:

One copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3517984

Appendix C - Appendice C Statement of Work - Énoncé des travaux

STATEMENT OF WORK

1. REQUIREMENT

1.1 Title:

Independent External Advisor

1.2 Objective:

Infrastructure Canada requires the service of a consultant to act as an independent external advisor in the preparation of a variety of written materials for senior government officials, including Ministers. Written materials would include the development of option analysis for departmental funding models.

1.3 Background:

Provide assistance to INFC with strategic writing expertise and guidance on the drafting of briefing materials to senior management for the long term strategy of INFC.

Orion consulting services has worked with numerous government departments doing policy work for consideration by senior government officials for more than 20 years.

1.4 Tasks:

- a) Review background materials and meet with selected officials, as required;
- b) Research, conceptualize and draft business cases, briefing notes, accompanying deck presentations and other written materials according to criteria established;
- c) Research, conceptualize and draft option analysis with regard to departmental funding models and related financial authorities;
- d) Provide strategic advice on engaging federal partners as part of the development of option analysis for departmental funding models and any related approval processes;
- e) Provide strategic advice on the timing, content and presentation of written representations to Infrastructure Canada officials, federal Deputy Heads, federal ministers, and the Prime Minister;
- f) Review translations of all written materials, to assess their accuracy, and liaise with translation service officials to provide advice and review required corrections; and
- g) Attend interdepartmental and central agency meetings, as required.

1.5 Scope:

The tasks are to be undertaken within the framework of the established Departmental strategies, policies and procedures. Written materials would include the development of option analysis for departmental funding models.

1.6 Constraints:

All written materials to be prepared in English using Microsoft Word and/or PowerPoint.

1.7 Client Support:

There will be a senior financial analyst to assist the contractor in obtaining financial data on the organization. There will be administrative support for the liaison with different program areas and senior managers.

1.8 Deliverables:

The deliverables and the deadlines include:

1. A detailed project work plan - within one week of contract award;
2. Draft review report - April 3, 2020;
3. Final report - May 29, 2020;
4. Presentation of recommendations to senior management - June 19, 2020.

1.9 Travel:

Travel will not form part of this contract. Initial interviews with INFC representatives will take place at INFC's Ottawa

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat

3517984

offices. There is no travel outside of the National Capital Region (NCR) required. The contractor will be responsible for any travel costs within the NCR.

1.10 Security Requirements:

The contractor must hold a valid clearance at the Secret level.

1.11 Meeting:

An initial meeting will be arranged with INFC representatives to establish project parameters and provide the contractor with contextual information required to carry out the deliverables. Debriefing sessions will be held each week to gather relevant observations from the contractor and provide it with the necessary instructions. The consultant will also be required to attend interdepartmental and central agency meetings, as needed.

1.12 Official Languages:

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the contractor includes individuals at the senior auditor level or project manager level to be fluent in both official languages. This is in order to communicate verbally and in writing in the preferred official language of INFC employees.

Documents produced during the engagement, including progress reports, will need to be prepared in English.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517984

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

1.0 Security Requirements

The Contractor/Offeror must comply with the provisions of the:

a. Security Requirements Check List

2.0 Statement of Work

The Contract must complete the Work as described in the Statement of Work at Annex C.

3.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the contract.

4.0 Authorities

4.1 Contracting Authority

Jennifer Hendrick
Manager of Procurement Services
Infrastructure Canada
jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority

Chantal Aubin
Director, Finance
Infrastructure Canada
chantal.aubin2@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

Cara Thompson
Principal Consultant
ORION Consulting Services
[REDACTED]
613-692-2669

5.0 Proactive Disclosure of Contracts with Former Public Servants

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517984

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.0 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04)
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Federal Contractors Program for Employment Equity - Certification; (if applicable)
- (g) the Contractor's bid

9.0 Basis for Canada's Ownership of Intellectual Property

The Infrastructure Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

10.0 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

11.0 Replacement of Specific Individuals

11.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

11.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

11.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

12.0 Ownership

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517984

12.1 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

12.2 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

12.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

12.4 Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

13.0 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no e of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

14.0 Office of the Procurement Ombudsman

14.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

14.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3517984

**CONTRACTOR PERFORMANCE AND EVALUATION REPORT
RAPPORT D'ÉVALUATION ET DE RENDEMENT DE L'ENTREPRENEUR**

Contractor's name
Nom de l'entrepreneur **ORION CONSULTING SERVICES**

Address
Adresse **50 BLACKSHIRE CIR, NEPEAN, ON, CA, K2J 5M2**

Project/Report title
Titre du projet (ou rapport) **Independent External Advisor**

Date of contract
Date du contrat **02/18/2020 - 06/30/2020** Date work completed
Date d'achèvement du travail

Contracting Authority
Autorité contractante **HENDRICK, JENNIFER** Division

1. A) Specialities involved in the contract - Domaines visés par le contrat

☐ Agriculture ☐ Economics ☐ Forestry ☐ Sociology ☐ Transportation ☐ Management ☐ Engineering
Économique Écologique Sociologie Transports Gestion Ingénierie

1. B) Were sub-contractor's employed on this project? Yes No
A-t-on fait appel à des sous-traitants? Oui Non

Name - Nom

Address - Adresse

Speciality - Spécialité

RESPOND TO THE FOLLOWING QUESTIONS - RÉPONDRE AUX QUESTIONS SUIVANTES

A) Was the work properly planned and scheduled by the contractor? L'entrepreneur avait-il bien planifié et échelonné son travail?	Yes Oui	No Non	See Remarks Voir Remarques
B) Did the contractor maintain satisfactory liaison with the Department? L'entrepreneur avait-il entretenu des rapports satisfaisants avec le ministère?	Yes Oui	No Non	See Remarks Voir Remarques
C) Were the original time and cost estimates realistic? Les prévisions initiales de temps et de coût étaient-elles réalistes?	Yes Oui	No Non	See Remarks Voir Remarques
D) Have the services rendered been in conformity with the agreement? Les services rendus ont-ils été conformes à l'entente?	Yes Oui	No Non	See Remarks Voir Remarques
E) Were the recommendations developed practical and applicable to the Department's specific needs? Les recommandations apportées étaient-elles pratiques et applicables aux besoins particuliers du ministère?	Yes Oui	No Non	See Remarks Voir Remarques
F) Were the recommendations satisfactorily presented? Les recommandations ont-elles été présentées de façon satisfaisante?	Yes Oui	No Non	See Remarks Voir Remarques
G) Would you retain this contractor again if you had need for similar professional services? Feriez-vous de nouveau appel à cet entrepreneur si vous aviez besoin des mêmes services professionnels?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to G) is no, state why - Si la réponse à G) est non, dites pourquoi

H) Are there members of the contractor's staff whom you would not wish to retain in the future? Y a-t-il des membres du personnel de l'entrepreneur dont vous ne retiendrez pas les services dans l'avenir?	Yes Oui	No Non	See Remarks Voir Remarques
I) Would you consider the overall performance as Comment jugez-vous le rendement global. <input type="checkbox"/> Inadequate <input type="checkbox"/> Poor <input type="checkbox"/> Satisfactory <input type="checkbox"/> Very good Insatisfaisant Faible Satisfaisant Très bon			
J) If rated inadequate, or poor, was payment authorized under Section 34 F.A. Act? Si jugé insatisfaisant ou faible, a-t-on autorisé le versement en vertu de l'article 34 de la LGFP?	Yes Oui	No Non	See Remarks Voir Remarques

If answer to J) is yes, state why - Si la réponse à J) est oui, dites pourquoi

REMARKS - REMARQUES

Signature _____ Title- Titre _____ Date _____



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No / N° du contrat 3518068
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement SA/AMA: E60ZT-180026/106/ZT
Period of Contract (M/D/Y) - Période du contrat (M/J/A) From/Du: 04/01/2020 To/Au: 03/31/2021
Amendment No. / N° de la modification
Previous Value - Incl. taxes / Valeur précéd. - Taxes incl.
Inc./Dec. - Incl. taxes / Aug./Dim. - Taxes incluses
Revised Value - Valeur révisée 120,000.00 CAD
Tax Amount / Montant de la taxe 15,600.00 CAD
Total 135,600.00 CAD

Issuing Office Address - Adresse du bureau d'origine INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 QA001		Contractor name and address - Nom et adresse de l'entrepreneur ADIRONDACK INFORMATION MANAGEMENT INC., HE AIM GROUP INC. IN JOINT VENTURE 126-130 ALBERT ST OTTAWA ON K1P 5G4 CANADA	
Contact - Personne-ressource Maiko Mongeon	Telephone - Téléphone 613-298-7191	Contact - Personne-ressource Annette Lang	Telephone - Téléphone 613 787-7710

PROJECT TITLE - TITRE DU PROJET staffing consultants
--

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur à l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: **ENGLISH/ANGLAIS**

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Gauthier,
Veronique
Digitally signed by
Gauthier, Veronique
Date: 2020.03.28
10:35:53 -04'00'

GAUTHIER, VERONIQUE

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

Hendrick, Jennifer
Digitally signed by: Hendrick, Jennifer
DN: CN = Hendrick, Jennifer C = CA O = GC OU = INFC-INFC
Date: 2020.03.30 09:56:22 -04'00'

HENDRICK, JENNIFER

Signature

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefor.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

Date

March 30, 2020

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat
3518068

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat
3518068

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3518068

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

1.0 Basis of Payment

1.1 The Contractor will be paid the firm all-inclusive hourly rate of [REDACTED] for work performed by any resource (HR Consultant) identified in article 4.0 Specific Person(s) in Appendix D - Supplementary Conditions. Customs duties are included and Applicable Taxes are extra.

i. This firm all-inclusive rate is the same for Work done during normal workweek hours (see article 1.2, below), outside normal workweek hours, and on weekends.

ii. This same firm all-inclusive rate applies to all resources during each of the option periods, if invoked. This includes that firm rate remaining the same for Work done during normal workweek hours (see article 1.2, below), outside normal workweek hours, and on weekends.

1.2 Normal workweek hours are defined as 8am to 5pm, Monday through Friday, excluding Statutory holidays and weekends.

1.3. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

2.0 Travel

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources (including parking) required to satisfy its contractual obligations.

3.0 Limitation of Expenditures

A. For the Work described in the Statement of Work in Appendix C:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the article 1.0 Basis of Payment (above) to a limitation of expenditure of \$120,000.00. Customs duty are included and Applicable Taxes are extra.

B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3518068

for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.0 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

5.0 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

6.0 Discretionary Audit

SACC manual clause C0705C (2010-01-11), Discretionary Audit applies to and forms part of the Contract.

7.0 Time Verification

SACC manual clause C0711C (2008-05-12), Time Verification applies to and forms part of the Contract.

8.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract.
3. Invoices must be distributed as follows for certification and payment:
 - a. One (1) copy must be forwarded to the Project Authority; and
 - b. One (1) copy must be forwarded to louise-anne.dangelo@canada.ca.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3518068

Appendix C - Appendice C Statement of Work - Énoncé des travaux

1.0 Title

Staffing Consultants

2.0 Objective

To obtain the services of three (3) Staffing Consultants who will participate as board members on various staffing processes. The goal is to have each consultant carry out candidate assessments at each stage of a process, on a series of external and internal advertised selection processes with short turnaround times. The estimated level of effort of the contract will be mostly full-time for the months of April, May, October and November, then part time for March, June, September and December. For the remainder of the year, they will be required on an as-and-when required basis. There is a possibility of working weekends and overtime during the week.

Note: These estimates are dependent on extraordinary circumstances, including Covid19.

3.0 Background

The message to Human Resources (HR) professionals in the federal government at this time is to focus on partnerships with clients in order to provide strategic, innovative and efficient ways of staffing and recruitment. As such, to determine the needs of Infrastructure Canada (INFC), HR consultations took place with all branches. As a result of these consultations, it was determined that clients desired more staffing options. However, while one option was to have pools available to them on an on-going basis, they did not have the time or resources to do so on their own.

Following these consultations, a new team was created to run collective processes. The Collective Staffing Team is mandated to complete 6 staffing processes per fiscal year, all within a 90 calendar day turnaround, from poster launch to pool establishment. The team provides an additional level of service where all of the planning and consultations take place at the HR level and all assessments are completed on behalf of the client.

The creation of this team addresses the difficulties identified during the consultations; however, with a small team, who still provide operational staffing services to various client portfolios, it is not possible to complete all of the assessments on their own. Accordingly, we are seeking to hire HR Consultants who have experience in Staffing and who can partake in the assessments of candidates at each stage of each process.

4.0 Tasks

The Contractor's proposed resources must Provide INFC's Collective Staffing Team (the Project Puthority) with the following services, so that the assessment of candidates can take place quickly and efficiently:

- Participate fluently, in both official languages (English and French), in the assessment of candidates at each stage of a process, including, but not limited to:
- Screening applications;
- Marking exams;
- Conducting interviews (on-site);
- Verifying and documenting references; and
- Providing and documenting informal discussions (on-site), etc.;
- Participate in calibration meetings prior to each assessment stage (on-site);
- Input candidate results, in both official languages, into electronic documents (within Microsoft Office Suite) such as screening board reports, screening sheets, rating guides, etc.;
- Document candidate assessment results, comments and feedback electronically, in both official languages;
- Track and report on the status of assessments;
- Participate in post-mortem discussions (on-site);
- Assist with other one-off operational staffing processes, if applicable;
- Provide monthly timesheets for approval.

5.0 Scope

The scope of the services the Contractor will be required to provide are as follows:

Canada



Call-up against a Standing Offer /

Contract against a Supply Arrangement

Commande subséquente à une offre à commande /

Contrat suite à un arrangement en matière d'approvisionnement

Contract No /N° du contrat

3518068

- There are typically two rounds of collectives per fiscal year. Each round is typically 3 months long and each round has 3 processes.
- INFC typically has one external process and two internal processes.
- Occupational groups typically consist of AS, PM and EC; however, selection processes for other occupational groups may take place.
- The average process at INFC has about 100-150 applicants at the application stage. Upon pool establishment we have on average, 25 to 30 qualified candidates per process.
- From April to June (Round 1), September to December (Round 2) and March, consultants will be needed on a regular basis to partake in candidate assessments for the Collective Staffing Team;
- Each process' launch date is staggered to spread the workload over three months;
- We typically have one consultant lead one process at a time; however, on occasion, we will have consultants work together on one process (for example, two consultants per interview);
- The first and last month of a round of collectives usually consists of part-time hours but the middle month is regularly full-time hours;
- March, April and September are when screening usually takes place. On average, depending on the number of applicants, we plan for screening to take approximately 1 to 2 weeks, per process;
- May and October are when exams, interviews, references and/or informal discussions usually take place. On average, depending on the assessment plan and the number of applicants, the plan is for exam marking to take approximately 1 week per process, interviews/ references to take 2 to 3 weeks per process and informal discussions to take approximately 1 to 2 weeks per process;
- When interviews take place, INFC typically books 6 in one day over the period of 2 to 3 weeks.
- June and December are when interviews/ references are usually winding down and final informal discussions are taking place. On average, depending on the number of applicants and the assessment plan, we plan for this to take 1 to 2 weeks.
- Calibration meetings will take place in advance to ensure consistency and to provide general guidance and to manage expectations.
- Should there be an official complaint or investigation, participate in any required activities as dictated by the Public Service Commission (PSC) or the Federal Public Sector Labour Relations and Employment Board (FPSLREB).
- In other months, consultants will be required only on an as & when required basis.
- In order to complete the above work, consultants will require basic knowledge on the application of staffing related legislation (PSEA) and regulations (PSER), including staffing directives and guidelines.

6.0 Constraints

- i. Although a calendar of events will be shared in advance to manage deadlines and expectations, timelines may vary based on a variety of factors and, often, with very short notice.
- ii. Some candidates may require special accommodations, rescheduling or may not be available during our planned dates; as such, modified or last minute assessments may take place.
- iii. Consultants may expect to work more than 7.5 hours per day, including weekends, as needed to meet tight deadlines.
- iv. No office space will be provided outside of meeting rooms (most work can be done from home).
- v. Any on-site work will be done at INFC offices at 180 Kent Street, Ottawa. On-site work includes meetings, interviews, dropping off documents, etc.
- vi. Consultants will not be given access to INFC network drives.

7.0 Client Support

The Project Authority will:

- consult closely with the Contractor's resources on a regular basis;
- provide an estimated timeline of events in advance, to assist with the management of expectations and deadlines;
- conduct calibration meetings prior to each assessment stage;
- have a preliminary meeting with the Contractor's resources to go over initial plans;
- provide the Contractor's resources with the information and documents you need to complete your tasks;
- provide the Contractor's resources with a laptop or tablet and an e-mail address;
- provide the Contractor's resources with details on the type of information to be presented in reports/tracking/screening board reports, etc.; and
- be clear with their expectations regarding the Work.
- strive to avoid formal complaints; as such, they will work very closely with the Contractor's resources to guide the Contractor's resources in the appropriate direction when complex cases arise.

8.0 Deliverables

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3518068

The deliverables to be completed by the Contractor's proposed resources include, but are not limited to, the following:

- Participate in kick-off meetings at the beginning of your assigned processes.
- Commit to the key dates and deadlines identified in your assigned processes.
- Be fluently bilingual, in both English and French. This encompasses the ability to take notes, have difficult conversations, analyse complex responses and provide a thorough breakdown of your findings to candidates.
- Complete the marking of assessments within the established deadlines, fluently and comfortably, in both English and French.
- Participate in and conduct assessments within the established timeframes, fluently and comfortably, in both English and French.
- Participate in calibration meetings for each assessment stage.
- Conduct and document informal discussions for any assessment, fluently and comfortably, in both English and French.
- Communicate directly with candidates, in both official languages, to organize the logistics of informal discussions.
- Input and document candidate results / comments / feedback, etc., electronically, in the documents provided.
- Avoid the printing of materials and the use of paper (documenting, marking and taking notes electronically, where applicable).
- Provide detailed reporting and tracking on the status of assessments;
- Communicate with the project authority in the event of an issue, concern or candidate enquiry so we may guide your response or take action as the responsible party; and
- Represent INFC in a positive, professional and delicate manner.

9.0 Travel

Consultants will not be required to travel for work.

10.0 Security Requirements

There may be exposure to Protected-B level information such as names, addresses, PRIs, etc., thus a reliability level security requirement is needed for all resources provided by the Contractor.

The Contractor's resources will:

- receive a security badge so they may enter the building without being escorted;
- receive a laptop or tablet and an e-mail account will be required to take their INFC issued laptop or tablet home for work; and
- be required to use their INFC issued e-mail address for all correspondence related to the Work.

11.0 Meetings

Kick-off meetings on-site (180 Kent St) at the beginning, to establish next steps, way-forward, expectations, how-to's and levels of support and service.

All subsequent discussions can take place via e-mail and/or phone call.

Interviews will be on-site.

Informal discussions can also be on-site.

12.0 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the bidder's team is composed of individuals fluent in both official languages, in order to communicate verbally and in writing in the preferred official language of the candidates.

The Contractor's resources must be fluently bilingual in both English and French. This encompasses the ability to take notes, have difficult conversations, analyse complex responses and provide a thorough breakdown of findings to candidates in both French and English. Services, support and products must be provided in both official languages (French and English). Candidates must be able to choose the language of their choice and receive equivalent quality of content from the consultant.



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3518068

Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

1.0 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix C.

2.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

Section 08 - Replacement of Specific Individuals, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.Any assessment of the information provided will occur as per 2 (b) below.
 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
 3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
 4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
 5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment. Section 17 - Interest on Overdue Accounts, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.
- With respect to Section 30 - Termination for Convenience, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:
- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract
 - 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3518068

payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or

b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

3.0 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

4.0 Specific Person(s)

The Contractor must provide the services of the following persons, as HR Consultants, to perform the Work as stated in the Contract:

- i. Raymond Giroux
- ii. Maryanne Kampouris
- iii. Lynda Grey

5.0 Security Requirement

5.1 The following security requirement (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC);
- 2. The Contractor's personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC;
- 3. The Contractor must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction;
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC; and
- 5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attache; and
 - b. Industrial Security Manual (Latest Edition).

6.0 Term of Contract

6.1 Period of the Contract

The period of the Contract is from April 1, 2020 to March 31, 2021 inclusive.

6.2 Option to Extend the Contract

i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment in Annex B, Terms of Payment.

ii. Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.0 Termination on Thirty Days Notice

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3518068

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

8.0 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services and goods within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

9.0 Authorities

9.1 Contracting Authority

The Contracting Authority for the Contract is :

Name: Jennifer Hendrick
Title: Manager, Procurement Services
Organization: Infrastructure Canada
Phone: 343-543-0187
Email: infc.procurement-approvisionnement.infc@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

9.2 Project Authority

The Project Authority for the Contract is:

Name: Maiko Mongeon
Title: Team Lead, Collective Staffing, Outreach
Organization: Infrastructure Canada
Phone: 613-298-7191
Email: maiko.mongeon@canada.ca

Or, in their absence:

Name: Melissa Murphy
Title: Manager, Operational Staffing
Organization: Infrastructure Canada
Phone: 613-948-2957
Email: melissa.murphy@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

9.2 Contractor's Representative

The Contractor's representative for the Contract is:

Name: Annette Lang
Organisation: Adirondack Information Management Inc.
Phone: 613-787-7710
Email: [REDACTED]

10.0 Payment

For all clauses and conditions related to payment, refer to Appendix B, Terms of Payment.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat
3518068

11.0 Certifications and Additional Information

11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

11.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

11.3 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

12.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Appendix C, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Security Requirements Check List;
- (f) the Contractor's bid dated March 10, 2020; as clarified on March 20, 2020 via email.

14.0 Insurance

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

15.0 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière d'approvisionnement**

Contract No /N° du contrat

3518068

d) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and

e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

16.0 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

17.0 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca , by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.